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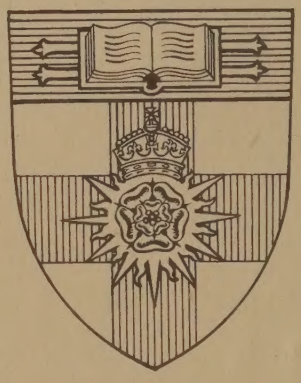

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REPORTS

FROM

COMMISSIONERS, INSPECTORS,

AND OTHERS:

THIRTY-FIVE VOLUMES.

—(*22.*)—

LAND IN WALES AND MONMOUTHSHIRE—*continued.*

Session

12 *March* 1894 —— 25 *August* 1894.

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VOL. XXXVII.

1894.

REPORTS

OF THE

COMMISSIONERS OF INSPECTORS

AND OTHERS;

RELATIVE TO PRISONS

IN

WALES AND MONMOUTHSHIRE.

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THIRTY-FIVE VOLUMES:—CONTENTS OF THE

TWENTY-SECOND VOLUME.

N.B.—*THE* Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Report; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

LAND IN WALES AND MONMOUTHSHIRE—*continued.*

[C. 7439-II.] Minutes of Evidence, with Appendix of Documents. p. 1.

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

MINUTES OF EVIDENCE

TAKEN BEFORE THE

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE;

WITH

APPENDIX OF DOCUMENTS.

(Twenty-third to Forty-fifth Days.)

VOL. II.

Presented to both Houses of Parliament by Command of Her Majesty.

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LIST OF WITNESSES.

Twenty-third Day.—Llangefni, Tuesday, October 10th, 1893.

Name of Witness.	Description.	Question.	Page.
John Moreton Prichard -	Barrister-at-law and freeholder (formerly bank manager); Gors, Holyhead.	18,525	1
John Thomas - -	Freeholder (formerly tenant farmer), Ty Wian, Llanfairynghornwy.	18,839	23
Richard Hughes - -	County Councillor, Cefn Mawr, Gaerwen - -	18,896	25
Owen Williams - -	Freeholder (formerly tenant farmer), Caerdegog Uchaf, Llanfechell.	18,926	27
John Jones - - -	Tenant farmer and blacksmith, Refail, Llanfairynghornwy.	18,999	31
George H. M. Owen -	Secretary of the North Wales Property Defence Association, 8, Market Street, Carnarvon.	19,014	32
W. H. Richards - -	Tenant farmer, Ynysfawr, Llanerchymedd - -	19,037	37
Hugh Pritchard - -	Tenant farmer, Minffordd, Llangaffo - - -	19,059	38
Owen Griffiths - -	Tenant farmer, Boncfadog, Tregaian - -	19,064	39
John Williams - -	Tenant farmer, Tre'rgof Isaf, Cemaes - -	19,304	45
Richard Jones - -	Tenant farmer (formerly railway platelayer), Tyddyn Hic, Gaerwen.	19,320	46

Twenty-fourth Day.—Llangefni, Wednesday, October 11th, 1893.

Thomas Prichard - -	Agent to Sir George Meyrick and others, farmer, landowner, late county councillor, solicitor, clerk to magistrates, tax commissioner, chairman of board of guardians, rural sanitary authority, and assessment committee of the Anglesey Union, and a member of the Joint Education Committee, Llwydiarth Esgob, Llanerchymedd.	19,346	49
The Right Hon. the Lord Stanley of Alderley.	Landowner, Penrhos, Holyhead - - -	19,811	70
Hugh Williams - -	Tenant farmer, Pantysaer Isaf, Llanfair mathafarn eithaf.	19,895	84
David Owen - - -	Solicitor (son of tenant farmer), Bangor - - -	20,005	89

Twenty-fifth Day.—Llangefni, Thursday, October 12th, 1893.

Thomas Prichard - -	Llwydiarth Esgob, Llanerchymedd (recalled) -	20,187, 20,280, 20,328, 21,257, and 21,290	107 112 114 166 and 168
John Hughes - - -	Joiner on Bodorgan Estate, Fferam bach, near Ty Croes.	20,227	109
David Owen - - -	Solicitor, Bangor (recalled) - - -	20,250	110
Robert Algeo - -	Surveyor, Menai Bridge - - - -	20,254	111
Richard Hughes Pritchard -	Solicitor, Bangor - - - - - -	20,333	115
Griffith Jones Roberts -	Landowner and agent, Trefarthen, Anglesey -	20,427	121
John Williams - -	Tenant farmer, Tre'rgof Isaf, Cemaes (recalled) -	20,447	123
Samuel Roberts - -	Tenant farmer and clothmaker, Pandy Cefncoch, Llanfechell.	20,452	123
Owen Williams - -	Tenant farmer, Tynybuarth, Llanfflewyn - -	20,491	125
Owen Morris - - -	County councillor and valuer for the board of guardians for the Holyhead Union, Penybryn, Holyhead.	20,708	136

Name of Witness.	Description.	Question.	Page.
William Hughes	Tenant farmer, 'Rerw, Llandristiolus	20,731	138
Richard Owen	Tenant farmer, Tai Cochion, Brynsiencyn	20,758	140
John Roberts	Tenant farmer, Britannnia Terrace, Llanfair, P.G.	20,766	140
Isaac Taylor	Agent to Lady Vivian; Coleshill, Bagillt	20,783	143
David Williams	Tenant farmer, Trefriw, Aberffraw	20,804	144
Owen Edwards	Tenant farmer, Penrhyn Halen, Aberffraw	20,821	145
Morris Williams	Tenant farmer, Penygroes, Llanrhwydrus	20,825	146
Hugh Williams	Tenant farmer, Rhyd Datydd, Rhosgoch	20,826	148
John Hughes	Farm labourer, 20, Llewelyn Street, Aberffraw	20,889	151
J. R. Hughes	County councillor and tenant farmer, Coeden, Llanfechell.	20,953	153
John Jones	Freeholder (formerly tenant farmer), Ysgubor Fadog, Brynteg.	20,999	157
Thomas Jones Thomas	Tenant farmer, Glyn, Llanbedrgoch	21,048	158
John Thomas	Tenant farmer, Bwlchgwyn, Ty'nygongl	21,098	160
E. Jones Williams	Ddrydwy, Ty Croes	21,121	161
William Parry	(Late tenant farmer), Britannia Terrace, Llanfair, P.G.	21,147	162
John Thomas	Freeholder (late tenant farmer), Pant y bugail, Llanfair, M.E.	21,257 and 21,284	166 and 168

Twenty-sixth Day.—LLANGEFNI, October 13th, 1893.

R. Norman Davies	Dorothea Slate Quarry, Carnarvon	21,294 and 21,364	169 and 172
Thomas Edwards	Tenant farmer, Gwynfaes, Llanllyfni (recalled)	21,334 and 21,380	170 and 173
Edmund K. Lenthall	Landowner, Belmont, Llanrwst	21,387	174
Robert Smith	Farm bailiff to Lord Penrhyn; Tynewydd, Bangor	21,429	175
Morris Williams	Tenant farmer, Penygroes Farm, Llanrhwydrus	21,449	176
Captain Preston	Sir Richard Bulkeley and Lady Neave's agent; Baron Hill Estate Office, Beaumaris.	21,510	178
Samuel Hughes	Chairman of the Anglesey County Council and tenant farmer, Bodednyfed, Amlwch.	21,832	189
C. F. Priestley	Tenant farmer, Hirdrefaig, Llangefni	22,031	196
E. R. Owen	Freeholder, Bodsuran, Llangefni	22,193	202
William Prytherch	Tenant farmer, Bodfeddan, Tycroes, R.S.O.	22,238	204
John Rice Thomas	Tenant farmer, Bodeilio, Llanddyfnan	22,399	209
R. R. Parry	Freeeholder and relieving officer, Bryn Ala, Gwalchmai.	22,454	211
Richard Rowlands	Farm labourer, Spite Inn, Gwalchmai	22,534	213
John Williams	County alderman and farmer, Parc Newydd, Llanerchymedd.	22,623	216

Twenty-seventh Day.—LLANGEFNI, Saturday, October 14th, 1893.

Elias Jones Williams	Local sub-agent for 'Ysbytty, portion of Lord Penrhyn's Estate; Rhydlanfair, Bettws-y-coed	22,683 and 22,756	219 and 223
Henry Williams	Tenant farmer, Fronddu, Ysbytty, near Llanrwst	22,745	222
Lord Penrhyn	Chairman of the North Wales Property Defence Association and landowner, Penrhyn Castle, Bangor.	22,777	224
Hugh Beaver Roberts	Solicitor and registrar, Probate Office, Bangor	23,015	246
Lewis Hughes	Freeholder, Abercilian, Amlwch	23,022	247
William Edwards	Diplomatist of the R.A.S.E., Chairman of the Anglesey Liberal Association, and Lecturer upon Agriculture under the Cheshire County Council, Tyddyn Fadog, Llanfair, P.G.	23,043	251
R. H. Williams	Secretary to the Anglesey Liberal Association, 4, Stanley Crescent, Holyhead.	23,104	255
Robert Thomas	Ty'nycae, Penmynydd	23,117	258

Twenty-eighth Day.—SWANSEA, October 31st, 1893.

Name of Witness.	Description.	Question.	Page.
Morgan Jones Jenkins	Freeholder, Gellyfeddau, Llangyfelach	23,156	261
Sydney Pitt	Member of the firm of Messrs. Pontifex, Hewitt, and Pitt, solicitors to Mr. N. P. Cameron ; 16, St. Andrew's Street, Holborn Circus.	23,264	264
H. A. Chapman	Mayor of Swansea	23,314	266
F. H. Glynn Price	Agent to the Duke of Beaufort; Longlands Place, Swansea.	23,343	269
Osborne Sheppard	Agent to the Vaughan and Vaughan Lee estates and others, Neath.	23,391	272
William Glasbrook	Tenant farmer, Llety Domas, Velindre, Llangyfelach	23,640	282
John Davies	Colliery check-weigher, member of the Aberdare School Board, and Secretary of the Hirwain Chamber of Trade ; 65, Brecon Road, Hirwain.	23,705	284
Thomas Rees	Tenant farmer, Blaen-yr-olchfa Fawr, Llangyfelach	23,816	289
Herbert Lloyd	Landowner, Plas Kilybebyll, near Swansea	23,907	291
John Mathias	Tenant farmer, Gellywern Fawr viâ Felindre	24,145	301
John Jeffreys	Tenant farmer, Penwaunfawr, Llangyfelach	24,239	304
Watkin Williams	Tenant farmer, Blaen-yr-olchfa Fach, Llangyfelach	24,284	305
Llewellyn Griffiths	Collier, Garngoch Mountain	24,322 and 24,385	306 and 309
W. J. Rees	Sir John Llewelyn's agent, Penllergaer	24,382	309
John Glasbrook	Llangyfelach	24,389	310
Arthur Powell	Tenant farmer, Penwaunfach, Llangyfelach	24,426	311
R. H. James	Tenant farmer, Cefngolin Park, Gowerton	24,460	312

Twenty-ninth Day.—BRIDGEND, November 1st, 1893.

Thomas John Hughes	Solicitor, member of the Glamorgan County Council and clerk to the Bridgend Local Board, Bridgend.	24,508	315
Edward Knox	Agent to the Margam Estate	24,744	328
Dr. Wyndham Randall	Medical officer of health to the Rural Sanitary Authority, Bridgend.	24,763	330
Rev. Thomas Howell	Calvinistic Methodist minister, Longland, Pyle	24,867 and 25,152	337 and 349
Col. J. P. Turbervill	Landowner, Ewenny Priory, Bridgend	25,064	344
Edward T. David	Clerk to the School Board, Kenfig Hill	25,143	349
Isaiah Verity	Postmaster, Post Office, Southerndown	25,171	350
William Jenkins	Tenant farmer, Rhoose Farm, near Barry	25,257	354
John Matthews	Tenant farmer, Kevan Cribbwr, Bridgend	25,293	356
Thomas David	Tenant farmer, Hafod Halog, Bridgend	25,332	360

Thirtieth Day.—BRIDGEND, November 2nd, 1893.

Arthur J. Williams, M.P.	Member for South Glamorgan, Coed-y-Mwstwr, Bridgend.	25,366	362
Alderman Gwilym Jones	Tenant farmer, alderman of the Glamorgan County Council, member of the Mountain Ash Local Board, and land tax commissioner, Ynysybwl, near Pontypridd.	25,372	365
Edward John	Agricultural implements agent and seed merchant, High Street, Cowbridge (recalled)	25,661 and 25,762	375 and 381
Edward Knox	Agent to the Margam Estate (recalled)	25,748 and 25,946	380 and 390
David Walter Savours	Tenant farmer, Fontygary, Barry	25,776	382
Thomas Morgan	Retired tenant farmer, Colhugh Villa, Llantwit Major.	25,867	386
Godfrey L. Clark	Landowner, Talygarn	25,896	389
T. J. Hughes	Solicitor, Bridgend (recalled)	26,124	399
Rees Thomas	Tenant farmer, Hall Farm, Pyle	26,136	400
Miles Roberts	Tenant farmer, Gilfach Farm, near Bridgend	26,172	402

Thirty-first Day.—CARDIFF, Saturday, November 4th, 1893.

Name of Witness.	Description.	Question.	Page.
Benjamin D. Maddy	Rabbit catcher, Penlline, near Cowbridge	26,181	403
Edward Knox	Agent to the Margam Estate (recalled)	26,240	405
Edward Llewelyn	Carpenter, St. Fagan's	25,249	406
Frederick W. Evans	Tower Chambers, Church Street, Cardiff	26,328	408
Thomas Evans	Tenant farmer, Penhefyd, St. Fagan's (recalled)	26,334	409
William Spiller	Police constable, St. Fagan's	26,335	409
C. H. Kempthorne	Pupil of Mr. Forrest, St. Fagan's	26,358	410
Evan Evans	County Councillor for the Ogmore Division (formerly tenant farmer), Porthcawl.	26,363	411
Thomas Evans	Farmer, Mount Pleasant, Porthcawl	26,461	414
Jenkin Thomas, jun.	Son of tenant farmer, Lilliput Farm, Bonvilstone	26,522	417
A. C. Bruce Pryce	Landowner, Abbey Holme, Cheltenham	26,632	421
Edwin W. M. Corbett	Land agent, Bute Estate Office, Cardiff (recalled)	26,731	427
Hopkin Smith Davies	Accountant, Pontypridd	26,805	431
Morgan Davies	Tenant farmer, Penrhiwceiber, near Mountain Ash	26,810	432
John Williams	Corn dealer and retired tenant farmer, 1, Glossop Terrace, Cardiff.	26,861	433
T. Mansel Franklen	Clerk to the Glamorgan County Council, Cardiff	26,944	437

Thirty-second Day.—WESTMINSTER, Tuesday, January 23rd, 1894.

Colonel Sir Colin C. Scott Moncrieff, K.C.M.G., C.S.I.	Permanent Under Secretary for Scotland	26,956	440

Thirty-third Day.—WESTMINSTER, Wednesday, January 24th, 1894.

Sir Gardner Engleheart, C.B.	Clerk of the Council of the Duchy of Lancaster, Lancaster Place.	27,251	457

Thirty-fourth Day.—WESTMINSTER, Thursday, January 25th, 1894.

J. Russell Sowray	Late principal clerk of the Woods and Forests Department	27,437 and 27,812	472 and 497
Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn, Bart.; Doluwcheogryd, Dolgelley (recalled)	27,797 and 27,823	496 and 498

Thirty-fifth Day.—WESTMINSTER, Friday, January 26th, 1894.

Sir Courtenay Boyle, K.C.B.	Permanent Secretary to the Board of Trade	27,826	499
Charles Cecil Trevor, C.B.	Assistant Secretary to the Board of Trade	27,941	508
John Smith	Inspector-General in Bankruptcy, Board of Trade	28,040	516
William Pritchard Morgan, M.P.	Member for Merthyr Tydfil, 1, Queen Victoria Street, E.C.	28,124	522
J. Russell Sowray	Late principal clerk of the Woods and Forests Department (recalled).	28,232	530
E. Stafford Howard	Commissioner to the Woods and Forests Department.	28,233	531

Thirty-sixth Day.—Pembroke, Tuesday, March 6th, 1894.

Name of Witness.	Description.	Question.	Page.
William Gibbs	"Owner, tenant, labourer, and County Alderman," Hodgeston House, near Pembroke.	28,244	533
T. T. Mousley	Late agent to Lord Cawdor, 53, Marine Terrace, Aberystwyth.	28,611	551
Charles William Rees Stokes	County Councillor, chairman of the Pembroke Farmers' Club, agent for several landowners, town clerk of the borough of Tenby, and clerk to the Commissioners of Income and Land Tax.	28,304	561
George Williams	Tenant farmer, Hayston, Pembroke	28,914	566
E. Laws	Landowner, historical writer, and chairman of the Tenby Charity Trust, Brython Place, Tenby.	28,988	571
Thomas Ormond	Tenant farmer, Williamston, Carew	29,044	574
Major Wynne	Agent to the Orielton Estate, Mellaston	29,109	576
Sackville H. Owen	Solicitor, County Councillor, owner, and agent to the Picton Castle Estate, St. Mary's Hill, Tenby.	29,194	579
James Davies	Tenant farmer, Knowles, Pembroke	29,271	581
William Odyerne Hulm	Town clerk and magistrates' clerk, Pembroke	29,311	582
Richard White	Tenant farmer, Warren Farm, Guildford, Surrey (formerly tenant of Mr. R. W. Mirehouse, Angle, near Pembroke).	29,324	583
John Harris	Tenant farmer, Westhill Gate, Lamphey, near Pembroke.	29,352	585

Thirty-seventh Day.—Narberth, Wednesday, March 7th, 1894.

John Hilling	Tenant farmer, Bramley Lay, East Williamston	29,384	586
Rev. Canon Allen	Landowner and rector of Porthkerry, Barry, Cardiff	29,494	590
John James	Tenant farmer, Sodstone, near Narberth	29,609	593
Rev. George Bancroft	Calvinistic Methodist minister, the Manse, Bethesda, East Williamston, near Saundersfoot.	29,738	596
William Davies	Late tenant farmer, Oaklands, Begelly	29,922	606
Sir Charles Edward Gregg Philipps.	Landowner, Lord Lieutenant of the county (of the town) of Haverfordwest, Picton Castle, Haverfordwest.	29,957	607
D. Richards	Tenant farmer, Gilfach, Lampeter Velfrey, Narberth	29,963	608
Joshua Watts	Tenant farmer, Longlands, Wiston	30,075	613
William James	Tenant farmer, Stubbleborough, Wiston	30,110	615
John Beynon	Landowner, Trewern, Whitland	30,186	617
John Lewis	Freeholder, Blaencilgeod, Narberth	30,233	619

Thirty-eighth Day.—Haverfordwest, Thursday, March 8th, 1894.

T. Rule Owen	Agent for the Penty park, Withybush and other estates in South Wales, valuer, Fellow of Surveyors' Institution, and Diocesan Surveyor for the diocese of St. David's, the Glen, Haverfordwest.	30,243	621
T. T. Mousley	Late agent to Lord Cawdor, Stackpole, Pembroke (re-called).	30,690	645
John George	Tenant farmer and butcher, Hasguard, Little Haven	30,703	646
J. Gibby	Tenant farmer, Talbenny Hall, Little Haven	30,839	654
David Bowen	Tenant farmer, Monk Hill, Milford Haven	30,857	655
William Davies	Tenant farmer, Talbenny, Little Haven	30,874	656
John Llewellin	Tenant farmer, Little Haven	30,890	656
John Walters	Tenant farmer, Southwood Rock, Haverfordwest	30,904	657
J. P. Bushell	Landowner, Park East, New Mote	30,947	658
Richard Morris	Tenant farmer, Cranham, Freystrub, Haverfordwest	31,043*a*	661

Thirty-ninth Day.—Letterston, Friday, March 9th, 1894.

Name of Witness.	Description.	Question.	Page.
James Jenkins	County Councillor, tenant farmer, seed and manure merchant, Brimaston Hall, Wolf's Castle.	31,074	664
Edward Perkins	Owner and occupier of land, Penisgwarne, Fishguard	31,564	678
William Evans	Tenant farmer, some time of the merchant service and of H.M. service in India and China; Charles Court, Letterston.	31,771	685
John Morgan	Son of tenant farmer, Ty Mawr, Ambleston	31,797	686
John Francis	Agent for several estates in the district, Myrtle Hill, Carmarthen.	31,939	690
John Reynolds	Freeholder, tenant farmer, Chairman of the Mathry Highway Board, Treglemais, Croesgoch, Letterston.	32,149	697
Benjamin Perkins	Tenant farmer, Blacknock, Maenclochog, Treffgarne	32,295	703
David Jenkins	Tenant farmer, Budloy, Henry's Mote	32,318	704
David Lewis	Tenant farmer, Barnard's Hill, Hays Castle	32,332	705
William Lawrence	Blacksmith, Letterston	32,383	707
Rev. John Rees	Rector of Letterston	32,419	708
Rev. Thomas Mathias	Rector of Henry's Mote, Treffgarne	32,431	709
James Edwards	Tenant farmer, Vagwreilw, Penycwm	32,452	710

Fortieth Day.—Eglwyswrw, Saturday, March 10th, 1894.

David Thomas	Land agent for Ffynone, Blaenpant and Macnamara estates; 5, Quay Street, Carmarthen.	32,523	715
Rev. Peter Phelps	Landowner, Park-y-Llyn, Treffgarne	32,772	725
J. E. Vincent	8, Princes Street, Westminster, S.W., (recalled)	32,785	726
Rev. J. W. Maurice	Baptist Minister, Tabor Villa, Dinas Croes	32,789	730
James Howell	Miller (late tenant farmer), Hescom Mills, Dinas Croes.	32,822	732
George Davies	Tenant farmer, Garn, Fishguard	32,840	733
James Bevan Bowen	Landowner, Llwyngwair, Newport	32,843	733
James Griffiths	Tenant farmer, Trewern, Nevern, Velindre	32,893	737
Evan C. Phillips	Tenant farmer, Treriffith, Moylgrove	32,955	738
John Griffiths	Tenant farmer, Abergrove, Moylgrove	33,014	740
Ben. Davies	Tenant farmer, Llyn, Llangolman, Glynderwen	33,049	741
James Davies	Tenant farmer, Gellyfore, Nevern	33,157	745
Daniel John	Freeholder, Llangolman, Glynderwen	33,201	747
Morris Nicholas	Freeholder, Penlan, Penerugiau, Eglwyswrw	33,228	748
Stephen Picton	Tenant farmer, Coedcefnlas uchaf, Whitechurch	33,293	750
Thomas Griffiths	Tenant farmer, Trewilim ucha, Eglwyswrw	33,376	752

Forty-first Day.—Abergavenny, Tuesday, March 13th, 1894.

John Jeffreys	Tenant farmer, Brook Farm, Raglan	33,405	754
Major Edward L. Lister	Landowner and Duke of Beaufort's agent, Cefn Ila, Usk.	33,775	766
John Watkins	Tenant farmer, Great House Farm, Abergavenny	34,075	777
Mrs. Mary Mees	Small holder, near Roman Catholic Chapel, Brynmawr, Breconshire.	34,186	782
Evan David	Tenant farmer, Llansantffraed, Abergavenny	34,231	784

Forty-second Day.—Newport, Wednesday, March 14th, 1894.

William Graham	Land agent, Fellow of the Surveyor's Institution, Valuer, Auctioneer, and member of the firm of Williams, Graham, Hitchcox & Co., Bank Chambers, Newport, Mon.	34,289*a*	786
John Pritchard	Labourer, Courtybella Farm Cottage, Newport	34,568	798
John Lawrence	Landowner, Master of Llangibby hounds, Caerleon House, Caerleon, Mon.	34,656	802
Charles James Parkes	Steward of the Manor of Wentsland and Bryngwyn, Wentsland, Pontypool.	34,669	802
John Hughes	Landowner and Agricultural Analyst, 79, Mark Lane, London, E.C. (recalled).	34,708	805
Harry Samuel Williams	Retired solicitor and landowner, 6 Heathfield, Swansea	34,713	806
Charles Rowlands	Tenant farmer, Began Mill Farm, St. Mellons	34,750	809
Thomas Colborne	Retired solicitor, Victoria Chambers, Newport	34,865	811
Morgan Williams	Tenant farmer, Home Farm, Michaelston-y-Fedw, Cardiff.	34,947	817

Forty-third Day.—Blackwood, Thursday, March 15th, 1894.

Name of Witness.	Description.	Question.	Page.
Thomas Eborall Cooke	Landowner (late agent for several estates), 6, Belgrave Place, Richmond Park, Clifton, Bristol.	35,025	820
R. Stratton	Tenant farmer, Dyffryn, near Newport	35,214	832
Moses Walters	County Councillor and stone merchant, Preswylfa, Penmaen, Blackwood.	35,317	840
Captain Williams	Landowner, Maes-ruddud, Blackwood	35,433	847

Forty-fourth Day.—Monmouth, Friday, March 16th, 1894.

Major Edward L. Lister	Landowner and Duke of Beaufort's agent, Cefn Ila, Usk (recalled).	35,451	850
W. C. A. Williams	Solicitor, land agent, county treasurer and landowner, Monmouth.	35,528	853
Clement Lipscomb	Lord Llangattock's agent, The Hendre, Monmouth	35,763	861
S. C. Bosanquet	Chairman of quarter sessions and landowner, Dingestow Court, Monmouth.	35,932	866

Forty-fifth Day.—Chepstow, Saturday, March 17th, 1894.

R. T. Bassett	Master of the Glamorganshire Foxhounds, Crossways, Cowbridge, (recalled).	36,029	871
Thomas Lewis Pugh	Grocer and postmaster, Tintern	36,114 and 36,667	875 and 910
Thomas Parry	Auctioneer, Newport	36,157 and 36,287	879 and 887
Thomas Eborall Cooke	(Recalled)	36,198	883
Gwilym James	Solicitor, Merthyr Tydfil	36,300	889
J. Edmund Vincent	(Recalled) 8, Princes Street, Westminster, S.W.	36,329	891
Alfred M. Pilliner	Landowner and tenant farmer, Llantarnam Grange, Newport.	36,333	893
John Lawrence	Landowner and Master of Llangibby Hounds, Caerleon House, Caerleon (recalled).	36,415	898
William Gray	Freeholder, Cae Hedydd, Shirenewton	36,537, 36,643, and 36,668	904 909 and 911
Henry Clay	Chairman of the Assessment Committee at Chepstow and Tax Commissioner, Piercefield Park, Chepstow.	36,616	907
Fothergill Evans	Solicitor and steward of the Manor of Shirenewton, Chepstow.	36,619	908
Hugh Lowe	Representing Major Lowe, Shirenewton Hall Monmouthshire.	36,652	909

NOTE.

Where evidence has been given with the intention of rebutting, explaining, or supplementing any statement previously made before the Commission, a reference to the Question at which the original statement was made has been inserted in the margin, and where such rebutting, explanatory, or supplementary evidence has been given prior to the final publication of the original statement, a cross reference to the former has also, so far as possible, been inserted in the margin opposite to such original statement.

D. LLEUFER THOMAS,
Secretary.

TWENTY-THIRD DAY.

The Town Hall, Llangefni, Anglesey, Tuesday, 10th October 1893.

PRESENT:

LORD KENYON (IN THE CHAIR).

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
PROFESSOR RHŶS, M.A., LLD.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. CECIL E. OWEN, Assistant Secretary.

Mr. JOHN MORETON PRICHARD called and examined.

Lord *Kenyon.*

18,525. Do you live at Gors, Holyhead?—Yes.

18,526. Are you a county magistrate?—Yes.

18,527. And a barrister-at-law?—Yes.

18,528. And a farmer of 100 acres of your own freehold?—Yes.

18,529. You wish to give evidence. Will you please proceed to do so?—Would you prefer me to make a statement, or answer your questions?

18,530. Kindly make a statement?—I think I had better say that it is not exactly because I am a barrister-at-law, or a magistrate, that I thought I was able to give the Commission any information which would be of value to them, but because I have been a bank manager in this county for nearly 20 years, and as such probably have had better opportunities than many people to get to know the exact position of farmers, whether they save money or lose it, whether they have to pay high rents or low rents, and whether they have good or bad landlords. I think it well I should say what has induced me to come forward and give evidence, because I am directly interested in the matter only as a small farmer and not as a tenant. I had not the slightest idea of coming here until a fortnight ago, when I read Mr. Bryn Roberts's evidence in the newspaper, and I thought that the tendency of his evidence was calculated to have such disastrous results on the interests of farmers in this county that it was my duty to come and say what I thought was the true and real state of things. He stated, I think, (the Commissioners will have it fresh in their memories) that it would be a remarkably good thing if it could be managed—he did not know how it could be—that the landlords we at present had, and who were chiefly Conservatives and Churchmen, could by any means be changed so that we should have more Nonconformists and Liberals, who would be more in touch with the feelings of the community—that they would make better landlords, and we should be likely to get on better with them. My idea is, and I am quite sure that it is a correct one, and there is no farmer in this room who does not believe that it is correct—my idea is that that would be one of the most disastrous things that could possibly happen to our country.

See 13,240 6.

Lord *Kenyon*—continued.

18,531. What would be disastrous?—That there should be that change which Mr. Bryn Roberts suggested, that some of the Conservatives and Churchmen should be somehow replaced by Nonconformists and Liberals, who would be of the same opinion politically and religiously as their tenants. And the point in my evidence which would bear upon that is this, whether now, when this state of things exists, rents are high or low in Anglesey—have we good or bad landlords? In order to place the matter definitely and in order before the Commission, perhaps they will permit me to divide the landlords of the county, because there is a very strongly defined line of demarcation between them. Everybody knows it. We will call them Class A. and Class B. Class A. are, I believe, Conservatives and Churchmen and Churchwomen, almost all. I do not know of any exception, and they consist of about 15 or 20, not more I think. They own at least three-fourths of this county. I might as well name here those who are the most prominent among them, the Marquis of Anglesey, Lord Stanley of Alderley, Sir Geo. Meyrick, Lord Boston, Sir Richard Bulkeley, and Mr. Frederick Wynne. I should like to mention that they number up to 15 or 20, but I need not trouble perhaps to give more names. Class B. will consist of 200 to 300, not a very few, as Mr. Bryn Roberts said. Of course they are comparatively small owners, but there are 200 to 300 of them, as many as 5 or 10 in some parishes, and they are Nonconformists and Liberals almost all.

Mr. *Grove.*

18,532. Of course you are speaking of this county purely now?—This county.

Lord *Kenyon.*

18,533. Do you mean to say that those are landowners in the sense of having tenants?—

Lord *Kenyon*—continued.

Having tenants. I am now going to make a strong statement, and I will make it *cum grano salis*, as mildly as I can, but I do not make it without being able to confirm it by facts which I will mention of course. The distinguishing feature of these classes is that Class A. charges a little more than half the rent that Class B. charges. You may take it as a fact that Class B. charges 75 per cent. more rent than Class A., and I am putting it mildly there. Class B. are the Nonconformists and Liberals who Mr. Bryn Roberts wishes to be substituted for the Conservatives and Churchmen. The best proof of this is that whenever it happens that Class A. sell, and unfortunately Class A. are selling very frequently now, they usually sell to Class B., because Class A. do not buy but very seldom now, and Class B. immediately raise the rents. I do not give opinions and inferences, which can be of course of no value to the Commissioners, but these are facts. When Class B. sell and Class A. buy, which very seldom happens now, and which used to happen very frequently, Class A. always reduce the rent. You may take that as a rule. Therefore, if I can give any illustrations and facts to confirm that opinion it appears to me it would be a disastrous thing to get rid of the present landowners, or make the position so uncomfortable and unpleasant for them that they would be selling as Sir Richard Bulkeley has been selling, which is very likely what the witnesses who have been before the Commissioners, and who bemoan what has been taking place, have really been aiming at. We are anxious that the farmers should not be disturbed in their farms, and that the landlords should not be induced to do what would be disastrous to this county, namely, to sell. I think there is not a farmer here to-day who would not say it would cause positive consternation if the announcement was made to-morrow that Sir George Meyrick and Lord Stanley of Alderley had taken what has been said by Mr. Bryn Roberts to heart, and, understanding they were a nuisance to the county, intended to sell their farms. I am not going to bring before you facts that are 25, or 30, or 40 years old. I thought the Welsh race were rather religiously inclined, but I gather from Mr. Bryn Roberts's evidence and Mr. Thomas Ellis's evidence that they are an unforgiving and spiteful race, and that supposed injuries inflicted on their ancestors by men now in their graves still rankle in the minds of our farmers. I have not come across instances of that kind. I think they are rather of a forgiving turn of mind, but apparently those gentlemen think otherwise. I will give you two or three facts in connexion—first of all, with Sir George Meyrick's estate. I do not know so much about it as I do about some of the others, but we will take it first as I happen to have it here. I mention one farm in the parish of Aberffraw. I have the name here, but perhaps it will answer your purpose that I should say I am prepared to give it if required. We may as well leave it at present perhaps, but if the name is wanted by anyone it shall be given.

Lord *Kenyon*—continued.

There is a farm there surrounded by farms of Sir George Meyrick—Bodfeirig, Bit, Clafdy, Tynrallt, Henllys-fawr, and Penhenllys—all round. So far as my inquiries have elicited, the rent of those farms is about 18*s.* an acre. There is a Class B farm in the middle between them, a class of land necessarily the same, though possibly better farmed. It is very often the case when land is let at a higher rental that it is better farmed. The rent of that farm is 3*l.* an acre. This farm is in the middle of Sir George Meyrick's farms, which are let at 18*s.* an acre. I do not find any fault with the person who lets it at 3*l.* an acre. See 18,589 -95, 22,293.

Mr. *Grove.*

18,534. What is the acreage of it?—I do not know the acreage, but it is a large farm; it is let in fields or possibly otherwise, but it matters nothing how it is let. Those are the figures; it is let at the highest market value.

Lord *Kenyon.*

18,535. That is the average rent?—That is the average rent. I do not find the slightest fault with the person who lets it. She is a widow and has to live on the proceeds, and I do not know myself why, when she can get 3*l.* an acre, she should advertise for people to give 2*l.* It would be rather an unbusinesslike proceeding I should think to do so.

18,536. You are prepared to mention that farm if you were asked for it?—Oh, yes, I will give the name. There is another instance on Sir George Meyrick's estate I should like to mention. It is a farm that belonged until recently to a Wesleyan (I am a Wesleyan myself; I am not a Churchman), and he let this farm at a rental which amounted, putting a valuation on the house in which he lived himself, to 100*l.* a year. He lived upon it. He was a cripple and required a man to attend him and required a good deal of attention and nourishment, and he got as much as ever he could from the farm. I do not know of any reason why he should not. He got 100*l.* a year and lived upon it. He died and the farm was sold. It was bought by Sir George Meyrick, and the rent was immediately reduced, practically, —I cannot give you it to a sovereign, but I have it from the tenant himself—to 45*l.* a year. See 18,596.

Sir *John Llewelyn.*

18,537. Was there any land attached to that house?—Yes, it was a farm and a house. The man lived in the house, and the house would be worth about 10*l.* a year perhaps.

Lord *Kenyon.*

18,538. What was the size of the farm?—About 35 to 40 acres, or about that. Then I will mention another instance in the Aberffraw parish. I am authorised to mention it by Mr. Richards, the rector, who is to-day selling off his stock. He has a small farm; he

Lord *Kenyon*—continued.

is going to let it. That farm is surrounded by Sir George Meyrick's land on all sides, and therefore it is necessarily of the same quality, although small farms are constantly farmed better, and consequently get into better tilth. The rent all around is 18*s*. That is the average. Some will be 15*s*. or 17*s*., or perhaps 1*l*. But Mr. Richards was telling me only yesterday that he hardly knew what to do; he had four, five, or six applicants for the land, and they were all offering from 3*l*. to 5*l*. an acre. I was not able to tell him myself what I thought the best, but I suppose the proper thing would be for him to advertise for somebody who would pay 18*s*.

See 18,598. Then I will give you some instances on the estate of Lord Stanley, of Alderley. I know a little more about that because a great part of it is in our immediate neighbourhood. There is a farm in Aberffraw parish called Tynlon, belonging to Lord Stanley of Alderley (in this neighbourhood we have just been talking about) which is let at 16*s*. an acre, as near as I can find out. The person who got the farm for the last tenant when it went vacant told me that he had several tenants wanting him to intercede with Lord Stanley for it, and there was not one among them who would not have given double if it had been required.

See 18,747. Then I will mention Captain King's estate, Presaddfed, near Bodedern. It is a considerable estate, and came into the Stanley family (the Honourable W. O. Stanley) about ten years ago, roughly speaking. It was known as an extremely under-rented estate; it was among the Class A. estates, lower than any of them, and Captain King's idea appeared to be (I lived in the neighbourhood at the time) to live as economically as he could and to charge as little rent as possible, and to make as many improvements as he could. He got very old and died, and there was great lamentation when it was understood that he was seriously ill, and not likely to survive. I remember asking one or two of the tenants at the time, "Well, I suppose when "he dies you expect your rent to be raised; "I understand Mr. Stanley is going to have it"; it was understood in the neighbourhood then that it was bequeathed to Mr. Stanley. They said, "Well, we expect it to be raised a little, "but Mr. Stanley's rents are not high." They said, "It is sure to be raised; it will not be left like it is." I will not say anything more about that, except that it has not been raised by the Hon. W. O. Stanley or Lord Stanley of Alderley since, and I do not think if it had been 3*d*. an acre instead of what it was, that they would have raised it.

Then I wanted to allude to a number of matters that have come before the Commission which struck me especially when I was reading the evidence. I mention them because I find there are suggestions that landlords about 25 or 30 years ago were a very dreadful class of people, that apparently they were like a species of hawk, always watching for the tenant making improvements, and immediately raising the rent. I am going to give you an

Lord *Kenyon*—continued.

instance of what landlords were in our neighbourhood about 25 or 30 years ago. The Honourable W. O. Stanley told his agent that, as the rent had not been raised for about 30 years, and it was now a very prosperous time with farmers—as it was about 25 years ago—he thought he had better appoint a proper valuer, which he did, so that he might go around the farms and see if there was any unevenness, and, if necessary, make a slight rise. Necessarily in the course of some 30 or 40 years some farms depreciate and some improve.

On this estate at the time there were about nine or ten farms on which great improvements had been made.

18,539. Which estate is this?—It is the Penrhos estate, near Holyhead, the estate of the predecessor of Lord Stanley of Alderley.

18,540. Was he the uncle of Lord Stanley of Alderley?—Yes, the uncle of Lord Stanley. There were seven, eight, or nine of the tenants who had made great improvements, and the other tenants had made none. There was a little crowing over the tenants who had made the improvements when this valuer began to go round; the time had come now when they would be properly punished for putting their money on another man's land, and they were in considerable trouble about it. The valuer went round and he fixed what he thought were the proper values, and he came to these farms; they were considerably improved, and no doubt his valuation would show an enhanced rent even more than on the other farms. Then the valuation was brought to Mr. Stanley, and Mr. Elliott, his agent, asked him what was to be done. He said he thought the rises were very reasonable only 3*l*., 4*l*., or 5*l*., or something of that kind, and they had better be adhered to except the seven, eight, or nine farms. He said, "Have "not these men been improving the farms?"—he had a good memory about anything relating to the estate—"Yes," said Mr. Elliott, "they have made a great outlay on them." "So I thought," he said, and mentioned them by name. He said, "I tell you what I will do with those; they "shall not be raised one penny;" and those farms have been left to the present day without a farthing rise. In order that the Commissioners may appreciate that, when Mr. Stanley died he had a worthy successor; the same thing is done to-day; one of these farms became vacant not long ago, Gorswen; the person who had made the improvements died; he was about 85 years old, and he left no children. The farm came on Lord Stanley's hands without an applicant of any kind for it. One would think if there should be any rise, this was a very proper opportunity for it. The farm is accommodation land close to the town. I applied for it myself as it adjoined some land of my own. I would certainly have given 2*l*. 10*s*. or 2*l*. 15*s*. an acre, but I did not say so, as I knew that was not the proper way to get it. Everybody expected it to be raised. However, to be brief, it was let to a tenant selected by Lord

Lord *Kenyon*—continued.

Stanley, and it was not raised one farthing, and is the same still.

See 18,602, 18,633. Then I have an instance upon Sir Richard's estate which I heard from a tenant a short time ago, and no doubt it could be confirmed, although it is hearsay so far as it goes. The person who was immediately concerned told me, and he ought to have known. A farm became vacant on Sir Richard's estate not many years ago, six, seven, or perhaps eight years ago, which had been let at 18*s.* an acre, and it was a good farm in a convenient position. There were 45 applicants for it, and as the tenancy terminated in another six or nine months, applications began to come in. There was no claim of any kind by any relative. An old widower lived there, and he left nobody behind. A good deal of time elapsed, during which an applicant called upon Sir Richard, and went to Baron Hill as he thought he would go to the fountain head—and he asked to see Sir Richard. He saw him; he told him he had come about such and such a farm—of course I can give the name of the farm if necessary—and he told him that he understood the rent was only 18*s.* an acre and that he would give him 30*s.* an acre. He was a very substantial man and had the money, and could farm as well probably as any tenant Sir Richard had on his estate. Sir Richard sent for his agent and asked him whether he had told anybody that he was going to let the farm by auction. The agent said he had not. He said, "Give it to such a person, "this man has come to ask for it. The rent of "18*s.* an acre is too much; reduce it to 17*s.*"

See 18,809, 20,559. Then I think we may have another instance illustrating what is the position of affairs on Sir Richard's estate, which unfortunately has been sold to a great extent, and some say in consequence of the agitation that is going on. There was a farm sold the other day with 20 acres taken off it, and immediately it was sold to a Class B. landlord the rent was raised 70*l.* There was another farm sold, 60 acres were taken off it, and it reached such a high figure that the interest which the new owner has to pay (and I was informed he had to pay the interest) is really 48*l.* higher than the rent that he paid for the farm when it was 60 acres larger.

18,541. What was the size of that farm; do you know?—That farm was about 260 acres, it is 200 acres now.

Sir *John Llewelyn.*

18,542. Was that farm bought by the sitting tenant?—Yes; it was bought by the sitting tenant. The other was bought by a Class B landlord, as I have called them. Then I may mention incidentally that a small place which was let by Sir Richard for 20*l.* was sold for 840*l.* I point that out as showing how very disastrous to agricultural interests it is for these gentlemen to sell.

18,543. That was bought by the sitting tenant?—That small place was bought by the

Sir *John Llewelyn*—continued.

sitting tenant. Then the next estate I have anything to say about is the estate of Mr. Frederick Wynne, a successor of Lord Newborough. I saw in the evidence given before the Commission the name of a person, Henry Jones, "Prince Arthur," Clynnog. He told the Commission that the rents of Mr. Frederick Wynne were perhaps formerly rather low, "but "they are high enough now," he said. I thought it very necessary that the Commission should know what is the position of things on Mr. Frederick Wynne's estate. There is one farm which is characteristic of every farm he has on this island; they can all be mentioned, and are all illustrative; there is not one exception. The particular farm I am thinking of now is a farm of 170 acres, and the rent of it is 20*l.* less than the rating. You are aware, gentlemen, that the rating is usually about 30 per cent. less than the rent. See 12,778.

Mr. *Richard Jones.*

18,544. It depends upon the different Unions?—In that particular parish the rating is about 30 per cent. less than the rent—from 20 to 30 per cent.

Mr. *Grove.*

18,545. Was the rent 20*l.* less than the rating, or 20 per cent. less?—20*l.* less than the rating. The farm was 170 acres. Then a good deal was said about the improvements made. I will give the Commission some illustrations of the improvements on Mr. Frederick Wynne's estate, and how they are carried on. Going back 20 years ago, there were four farms which were very rough farms and unimproved, about 150 acres each, making a total acreage of about 600 acres, close to each other, and were let for 30*l.* each, 120*l.* in all. The late Lord Newborough took them in hand, drained them, walled them, built comfortable houses and buildings on them, and did everything a tenant could wish for, and paid 12,000*l.* for the outlay. They cost him 12,000*l.*, and when the improvements were finished his agent came to him to ask what the rents would be, naturally assuming that there was to be some compensation for this outlay, as the farms are totally different in every respect now. Lord Newborough said he did not see how the tenants could pay more rent He did not charge a farthing more, with the result that Mr. Frederick Wynne is now receiving 1 per cent. on the 12,000*l.* as rent for that land, and is giving the farms to the tenants.

Sir *John Llewelyn.*

18,546. Do I understand that the rent has now been raised?—No, it has not been raised at all.

18,547. How can it pay 1 per cent. on the 12,000*l.* outlay?—The rent is 120*l.* a year. Mr. Frederick Wynne is now receiving 1 per cent. on the 12,000*l.*, that is 120*l.* a year, and he is giving the farm for nothing.

Sir *John Llewelyn*—continued.

18,548. It is not 1 per cent. more?—No, the rent is the same still; it is 120*l.* a year.

Mr. *Richard Jones.*

It is another way of calculating it.

Sir *John Llewelyn.*

18,549. Yes, it is another way of calculating it. I understand your point?—That is it exactly. I may state simply that you can find 15 or 20 farms where the same state of things exists which I am describing now. No percentage is paid at present upon the outlay of the late Lord Newborough, the improvements being given for nothing.

Mr. *Grove.*

18,550. Where did Henry Jones give his evidence?—At Carnarvon, I believe. That is all I have to say about rents. There is one question which has come before you prominently, and that is the question whether a Land Court would be a good thing. Of course, we are in a great difficulty here to know in the first place what a Land Court is, and what it would try to do. The supposition is that they will endeavour to find a fair rent for the farms. Then in law we do not know of any fair value except market value, and if a Land Court came here to find a fair value, all they would arrive at would be the real market value. I suppose the intention would be that they should find some depreciated market value, something less than the market value. I want to endeavour to show the Commission what would be the effect of taking, say, the standard of the Class A. landlords as a basis for the valuers of the Land Court to proceed upon. The supposition is, I presume, with regard to the tenants of these Class A. landlords, that they would have some reduction if a Land Court came, but if they had any reduction it would be absolutely ruinous to the Class B. landlords. I do not myself see where it should come from. I will give you an instance. Sir George Meyrick has a tenant of 220 acres who pays 180*l.* Those are approximate figures; the acreage may be a little more, and the rent a little more, but they are correct practically. He pays 180*l.* for 220 acres. That tenant has a farm of his own (he is a Class B. landlord himself) in the same district, but it is much poorer land, I am informed on the best authority, than the farm he rents from Sir George. That farm is 86 acres, the rent of it is 150*l.*, so that Sir George charges him 16*s.* 6*d.* per acre, and he charges 1*l.* 16*s.* 6*d.* per acre approximately. Now the question which arises with regard to a Land Court is, which of those two standards are they to take. There are a very large number of these Class B. landlords in the island, 200 to 300, and I am afraid it would create a very great row indeed if the Land Court thought of reducing that 1*l.* 16*s.* 6*d.* to 16*s.* 6*d.*; in fact, it would be very difficult, as they are all Liberals, and I suppose many of them agitators. If the Land Court would not

Mr. *Grove*—continued.

take that standard, but would put anything higher than Class A. figures, it would be most disastrous to Class A. tenants. Three-fourths of the county is let at those rents by Class A. Class B. only holds one quarter, and if the Land Court took any mean figure between them, it is quite evident that it would do irreparable mischief here, and that the Class A. landlords would get a very good thing by it, although the Class B. landlords would still fare very badly. This is why I fail to see that any positive benefit can arise from a Land Court, because of the position of the rents at present. Then I should like to point out the other class which would be affected besides the Class A. landlord and his tenants. There is the Class B. landlord; take one who charges 1*l.* 16*s.* 6*d.* per acre; he will not have any mortgage on his farm, being a man well off, and the only thing a Land Court would do would be to impoverish him a little, and I suppose that for a rich man to be impoverished in order that a poorer man may get the difference, is not a very great sin nowadays. This would be the effect upon that class of man. But then with regard to the larger number of Class B. landlords, their lands are heavily mortgaged, and if you reduced their rents to the standard of Class A. you would ruin them utterly. I suppose that the Commission, above all things, would wish to avoid ruining what we call the yeoman class of farmers, and as the Commission will know, and as I, having a little financial knowledge and experience, can say, the fact that many of these had no tenants but had the land on their hand would no affect the question much. If a mortgagee found that the valuation of the land in that neighbourhood was such that it would not cover his interest he would immediately foreclose, and these people would be ruined. Many of these people are those who are agitating for this Commission; of course, they are doing it ignorantly, because they are urged by others who have no land to lose. I will give an instance:—a farm was sold the other day, it was sold for 2,000*l.*, the rent was 52*l.* and it was a farm belonging to a Class A. landlord. You may say it cost 2,050*l.* with what he paid for his deeds and mortgages and all. I saw this man paying his deposit. There were two of them, and I should think they were going partners for the farm, and had scraped together all their savings, from what I could gather, for a generation almost. They had them there paying 200*l.* deposit down. Of course it goes without saying that if a Land Court comes that 200*l.* is no more; that is *non est*—there is no doubt about that—it is gone. Those poor people are ruined, and I will show you how. They are going to get a mortgage of 1,200*l.*, which is their first mortgage; that will cost them 48*l.* to begin with. Then they get a second mortgage of 600*l.* at 5 per cent., the first one being at 4 per cent., which costs them 30*l.*; there is 78*l.*, and they will have their own capital of 250*l.* in it. This is the way in which scores of farms have recently been bought and

See 18,72

Mr. *Grove*—continued.

paid for. They will have their own capital of 250*l.* in it, which, at 5 per cent., would require 12*l.* 10*s.*; there is a rent of 90*l.* 10*s.* When this Land Court send their valuers into the neighbourhood, suppose they fix the value of similar farms around there at 52*l.*, which was the rent of this farm before; if they take the standard of Class A., what will be the result? Of course the first mortgagee will at once foreclose; he will see that there is no margin whatever, and he will sell the place; the second mortgagee will immediately foreclose on the stock, and the man is ruined; and, as far as I can see, such will be the effect of a Land Court upon that class—upon Class B., and Class B. only,—that nobody can benefit by a Land Court, except the Class A. landlords, and why they should be against it, I really do not know. I think they would be very much more comfortable and much more at peace if they had one. I ought to mention, before leaving this subject of the Land Court, an item which escaped my attention. A good deal has been said about Land Courts in Ireland, and no doubt Anglesey farmers, as a body, know nothing whatever about it. I had an impression, when Mr. Gladstone passed his Act at first in Ireland, that there was a great deal of nonsense in the grievances we heard of, and very little reality. I went to County Wicklow some years afterwards, now five or six years ago, to buy a few cows for my farm, and I went to two or three farms there, and thinking I would find out some of these hollow Irish grievances I began to inquire, and found I was very much mistaken. I asked one farmer what he paid for his land. It was land that Class A. would let in such a district, a remote country district near a small village there,—land that would be let for, say 1*l.* an acre, putting it at the highest figure. The village was about the size of Aberffraw, or a very little smaller, and Sir George Mayrick lets his land round there at 18*s.* I asked this man how much he paid, and he said, "5*l.* an acre, "but there is Widow So-and-So close by me, "and she is much worse off than I am, she has "to pay 6*l.*" That rather astonished me, and I said, "Why do you not go to the Land Court?" He said, "That would not make a "very great reduction, and the law charges "would be very great, so that we have decided "it is better to leave it alone and have nothing "to do with it." Gentlemen, that is all I have to say about a Land Court.

As to fixity of tenure, we are aware that fixity of tenure has become a reality in Ireland, and I suppose there are a good many here who know the effect of it. I presume the Commission is interested, not in the sitting tenants as such, but as representatives of the agricultural class, and legislation, if resorted to, would be carried with the intention of benefiting agriculture, not for 20 or 30 years while these sitting tenants live, but for the next 500 years. That is why I allude to the fact that the effect in Ireland is most disastrous. Mr. Michael Davitt, who is sufficiently a Radical

Mr. *Grove*—continued.

is already very strongly against it. He finds that the effect of fixity of tenure, say upon a farm like one of Sir George Meyrick's, is that you have two landlords. You have Class A. and Class B., and as Class B. is very likely in many cases to be an improvident man and to get into the hands of money-lenders, the land in Ireland now has not only a landlord like the Duke of Devonshire as representing Class A. landlords, but has also a tenant who is overhead and ears in debt. The money-lender considers he has a 1,500*l.* or 2,000*l.* interest in that farm, and he can no more be shaken off than the old man of the sea. I notice that it has been said that in the case of fixity of tenure there would be some provision that there should not be two rents like that—that nobody should charge a second rent. But that would not improve matters in the least. If I wanted to have a farm of that kind, say I was farming with a small capital of something like an ordinary farmers, not only I would have to deal with a landlord, but if the tenant should not let me his interest, if he was prevented from letting it at say 10*s.* or 15*s.* an acre, I would have to pay a sum down of 1,500*l.* I would have to borrow that very likely from money-lenders, or someone of that class. It would be a great deal better than the tenants having two landlords in that way, however disastrous that was; than to prevent them having it, and to compel the man owning the tenant's interest to demand the whole amount in one sum before a new tenant should go on the farm.

Then there is the subject, which has been brought before the Commission, whether it is not desirable that there should be compensation for improvements, even when they are made without the consent of the landlord. I do not suppose that a provision of that kind would affect these wealthy men to any material extent. If there was any dispute they could go to law, and pay for it, but the effect would be very disastrous indeed upon the small landlords. We will take the case of a widow who has a farm (and we could find numbers of that class in our county) heavily mortgaged; she lets that farm, say of 150 acres at a rent sufficient to clear the mortgage interest, and she gets 60*l.* or 70*l.* a year herself. She gets as much as she can for it, and she has 60*l.* or 70*l.* a year to live on. Then a wealthy butcher comes along and he knows of this new Act which has been passed whereby he can make improvements in defiance of every contract and agreement, and afterwards claim compensation for them. The widow lets him the farm and tells him plainly that he is not to do anything to it, that she cannot afford to pay for any improvements; she then has an agreement drawn up with everything signed properly, and he says, "All right," and he goes into the farm without any lease. He is certain of the farm for that two years, and during that two years he drains it, and pulls down a nice little house, puts another big one up, makes a lot of improvements, walls it, and at the end of the two years he refuses to pay his rent. The supposition, I presume, is that

Mr. *Grove*—continued.

the improvements could only be demanded when an eviction became imminent. This man refuses to pay his rent at the end of the second year, and he says he wants money for his improvements. Of course he cannot claim that if he stops on the farm, but he will not pay any rent, and the widow can do nothing except evict him, and if she evicts him she must pay for all these improvements. I do not understand that, gentlemen; it is beyond me entirely.

Then the question of labourers' cottages arises It has been mentioned several times. I know something of this, and perhaps own as many cottages as anybody in the county. I see Mr. Thomas Ellis, M.P., estimates the cost of a labourer's cottage at about 100*l.*

Lord *Kenyon.*

See 16,943 –7.

18,551. I do not think he stated any figures?—I think 60*l.* was mentioned to him by somebody.

18,552. He said 60*l.* was no doubt too low?—That was suggested to him, and he thought 100*l.* would be nearer it.

18,553. I do not understand that any figure was mentioned by him?—60*l.* was mentioned to him. Some members of the Commission said: Would not that do," and he thought 100*l.* would be more like it. No doubt labourers' cottages are very desirable, and it is extremely desirable that they should be built in convenient places. As has been mentioned, it should not be necessary for labourers to go to the villages—to go some distance from their farms in order to find cottages. But the agitation that is going on, and the evidence of Mr. Thomas Ellis and others will tend to prevent people who, like myself, do build cottages, from having anything to do with cottages. A person of the name of Colonel Evans Lloyd, I see, has been held up to execration. I do not know him at all. It appears he did not mend the dilapidations of some cottages, and he let a farm of 2 or 3 acres. As I understood from the evidence he let the land and the cottage for a figure which he could get for the land alone; and his argument, which appears to be thought a very wrong one, was that if the woman did not like it she had better leave it. He gave her a cottage for nothing, and he did not see why he should repair it. Of course it would be a very nice thing to order Colonel Evans Lloyd, and everyone like him, to hand over money for the benefit of the poor widow, but the result of that would be that we would have no cottages. That is the immediate reason why cottages have been demolished in scores through the country—because it is supposed that the farmer is to have the rent of the cottages, and the landlord is to repair them. I will give you an instance also that bears upon that, in order to show that this agitation against the Class A. landlords for not repairing these dilapidations, is not based upon equity. I have a four-room cottage with a good back kitchen behind, and a long garden, and I charge 1*s.* 6*d.* a week for it.

Lord *Kenyon*—continued.

It could not have been built for anything to be let at that figure; the poor man who built it lost a lot of money over it, and sold it cheap, so it is let at 1*s.* 6*d.*, and I repair it. The next door to that cottage is owned by a Class A. landlord, and he lets that cottage at 1*s.* I would rather that he should charge 1*s.* 6*d.*, as it is rather awkward he should let next door at 1*s.* But his arrangement is this, that they should repair; there is no agreement to that effect, but that is the understanding. They get the cottage for a cheaper figure, and they must keep it in repair. It cost me perhaps 3*d.* a week, taken on the average, to keep my cottage in repair, so that I get 1*s.* 3*d.* net afterwards. The other landlord gets 1*s.*, and I do not think it an unfair arrangement that his tenant should repair. If a tenant like that old woman down in Merionethshire allowed her cottage to get into a dilapidated state, when there was an understanding that she should keep it in repair——

Professor *Rhŷs.*

18,554. I do not think you have got that evidence properly before you, so that you need not make any remarks on that evidence?—If I am wrong it is open to correction.

Professor *Rhŷs.*

I do not recollect its being said that the landlord was not to receive full rent, or that the tenant was supposed to repair at all.

Lord *Kenyon.*

18,555. I do not think what you have stated was the evidence. It was a question about some remarks made with regard to the cottage, which Colonel Evans Lloyd rebutted, as to the state of the cottage. I do not think there were any remarks made as to whether he was to repair or not to repair it. Mr. Griffiths and myself went and examined the cottage and reported upon it, and that closed the question?—I am referring to this to explain how, on some estates, cottages are not repaired. Of course I mention it to illustrate the difficulties which will arise in our not having cottages.

See 16,790 –1.

18,556. Quite so. I think you should confine yourself to your own case, if you please—that is all?—Yes. Then there is another subject, gentlemen, which I wish to mention to you, and that is the subject of enclosures. I was greatly interested in the evidence which came before you in Carnarvonshire, as to Lord Penhryn and Mr. Assheton-Smith enclosing large wastes upon the mountains. I thought I might give you some little information I gathered there about a year or two ago. I was in the district, and I came across a sheep-farmer and he told me that he held the mountain there—an entire mountain—and he paid 12*l.* a year for it, and he said that it had been enclosed by a landlord. I asked him whether the enclosure was necessary. He said he could not keep his sheep without an enclosure, that they got mixed with the others, and that the mountain was so large

See 13,121 –58.

Lord *Kenyon*—continued.

that he would have to send shepherds to pick out his sheep, which would practically be impossible; but that when he had the mountain enclosed he had only to send dogs: the shepherd went up to the mountain to send the dogs, and the dogs collected all the sheep, so that the enclosure was evidently necessary. I made a rough calculation then what the enclosure would come to. I found that there must be one wall of about 1,000 rods there, and that it must cost 7*s.* 6*d.* a rod, and thus the whole cost came to 375*l.* The tenant was only charged 12*l.* a year for the entire mountain.

Professor *Rhŷs.*

18,557. Is your rod what they call a "rwd" in Welsh?—Eight yards. They call it a "rwd" in Welsh. Of course I estimated it at 7*s.* 6*d.* from my own experience of walling. Shortly afterwards I was in the neighbourhood of Dolgelley and I went round the Precipice Walk, and came across some men repairing a wall on the mountain there. I found then that these walls are situated in places where it was impossible to take a cart to, and these men had, even for a wall five feet high, to raise a very risky sort of a scaffold. I should think that altogether 15*s.* a rod would be much nearer the cost. I remember it because it struck me at the time as a very strange thing—this idiosyncrasy on the part of landlords, enclosing mountains when they could get no possible return for them.

Then I wish to refer to two or three enclosures in Anglesey, and what I have to say on this closes my evidence. There is one enclosure of perhaps 40 or 50 acres which I remember 20 or 25 years ago was waste entirely. There were a few half-starved animals wandering over it, and there were some stagnant pools. It seemed to be heavy, clayey land and sour grass, and it has all been sold in the course of the last 25 years. It was sold by the Commissioners of Woods and Forests to the various landlords round about, I think, and all enclosed. There are now, I should think, about 15 or 20 small cottages with a field or two attached to them, and it looks one of the most fertile spots in our country, almost.

Sir *John Llewelyn.*

18,558. Do I understand that that improvement was made by the Woods and Forests?—The Woods and Forests sold the land.

18,559. Did they improve it?—No, the landlords improved it. They sold it to them.

Lord *Kenyon.*

18,560. Where is that?—That is near Bryn Siencyn. Then there are two wastes we have here now. One is called Towyn Llyn and the other is Towyn Trewan, and are very well known to everyone who knows Anglesey. Towyn Llyn was sold about 20 years ago. It was wild ground with nothing but rushes apparently growing over it, but a few animals used to wander over it, and I suppose it was used as common. It was sold by the supposed owners for some trifle, and the purchaser immediately commenced to build a hotel on it. Before he had finished the hotel, a number of young men, who no doubt were patriots and took a great interest in public affairs, and in the state of the neighbourhood, went there and pulled it down, or pulled down a good deal of it, and unfortunately they were very severely punished—perhaps punished more severely than they need have been. In any case, the hotel was built again. What I was about to mention was, that instead of the enclosure bringing any damage to the public, that hotel has been the means of bringing probably, speaking roughly, a great number of thousands of pounds to that neighbourhood, and the farmers around have in great measure got the benefit of it. It is due to the building of that hotel in a very great measure that Rhosneigir, where now hundreds of visitors come every year, exists at all. No one thought of going to Rhosneigir, until that hotel was built. Then there is the other waste, Towyn Trewan. That is rather an interesting case, and with this I conclude what I have to say to the Commissioners. Towyn Trewan consists of about 700 to 800 acres. It had been a common, and had a few half-starved sheep wandering over it during the year. You would see from the train in going past a number of their corpses during the winter. The grass there is sour; there is very little of it; perhaps as the place is unfenced, many farmers send too many sheep there, but in any case the pasture is very short and scarce. Some years ago Captain Thomas, of Amlwch, bought the whole of this from the Commissioners of Woods and Forests. I believe he gave about 800*l.* for it, which I am informed (I am not very well up about these matters) went somehow into the public purse. He built a house on it at once, and began to enclose; he enclosed a garden. The parishes about, considering that they had a right of common there (and they had, I suppose) at once, or in a short time, went to law with him, the matter came before the Courts, and the result was a compromise. The two sides spent about 2,000*l.* over it; Captain Thomas told me that himself. The compromise was this, that 180 acres or thereabouts, a strip across the middle of this common should be given to Captain Thomas without any dispute, and that the other two strips, one on each side, should be left alone. I suppose we may take it that those two strips now will be left alone. They cost Captain Thomas so much for meddling with them that nobody is ever likely to meddle with them again. The result of it is very apparent, that strip through the middle is beginning to be cultivated at once, and it is not unlikely that in the course of 30 or 50 years we shall see a strip of green through the middle—that strip of 180 acres—and two arid wastes on either side. That is all I have to say, gentlemen.

See 19,369.

See 18,684, 27,728, 27,742.

Mr. *Griffiths.*

18,561. Did you mention the passage in Mr. Bryn Roberts's evidence which you came to rebut?—Yes, I gave rebutting evidence about it.

18,562. Have you got the passage which you came to rebut?—I have not got the passage with me. but I think it was the cardinal point of his evidence; it was a sort of peroration at the end.

18,563. I have it here before me?—Well, it is sure to be correct; it was in the paper. He said that a change in the class of landlord was desirable; that it would be well if there were fewer Conservative and Churchmen landlords, who were not in touch with the feelings of the tenants; and if landiords who were Nonconformists and Liberal, and whose sentiments tallied with those of the tenants, were more numerous.

18,564. I understood him to have said that they did differ in politics and religion, and it was a misfortune that in language they very often differed also?—I believe Lord Kenyon replied to it. There was a remark of yours, my Lord, in answer to it. You asked whether that was not compensated for when Nonconformists, took farms

Lord *Kenyon.*

18,565. I asked this at question 13,244: "Do "they balance it in Anglesey by appointing "Nonconformists in preference to Churchmen," and his answer was: "I do not think so "in the least myself, because I think there "are rarely to be found any farmers who are "Churchmen, except very few, except some "of recent years become so for considerations "which are well known"?—Yes, that is the evidence.

Mr. *Griffiths.*

18,566. You spoke of Sir George Meyrick's estate, and of some other land which was similar, I suppose, in character. I have noticed as I came along that the land varies very much; you may find land worth a certain number of shillings in one place, and at a very short distance you will find land worth as many pounds. I think I noticed that, as I came along, but those farms you speak of are surely similar, are they not?—No, I gave you an instance of a farm that was poorer.

18,567. But before you came to that?—Well, there is not the slightest reason for thinking that the farm is in any way different; but it is a very possible thing that it may be let some time now as pasture. When people let their farms they very often lay them down in grass, and they will not allow a tenant to do many things that Sir George Meyrick does allow, and the result of that strict condition of things is that the land does improve, no doubt. They are not allowed, for instance, to carry hay away, and that, no doubt, will result in the improvement of the land ultimately.

18,568. You have been a bank manager for a good many years. Will you kindly give us what you consider the general state of the tenantry of this district. Are they in a prosperous position at present?—I should say so.

Mr. *Griffiths*—continued.

18,569. You think they are?—Yes. If I told you what was the total amount of deposits, roughly, in the banks of this island you would be very much astonished. There is no doubt they fluctuate, and they sometimes go down, and they greatly go down now to lend money on mortgages on these farms that have been purchased; but it is a very small district, and the total amount is a figure that would surprise everybody in this room.

18,570. Why do you suppose that tenants are induced to buy these farms? Do you think they are worse off, and we have had that repeatedly stated. Why should they be induced to buy farms at a loss in this way?—We can only assume that they know their own business, and that it is not a loss. No person who is gifted with ordinary reason will, with his eyes open, buy a farm at a rate which will cost him 30*s.* an acre, when he has been farming for 30 or 40 years, and can judge whether he can make money or not.

18,571. But we find repeatedly that men do buy farms, although they pay so much for them?—Continually, and you will find that those farms improve more than the others do. The fact that they pay a high rent apparently does no harm. The Commissioners have an opportunity of inquiring into the matter. You will find that the high-rented farms in the island improve, on the average, more than the low-rented farms.

18,572. You have had a great deal of experience in building cottages; we should like to have the benefit of your experience. What do you consider a cottage might be built for, where stones are available?—It depends on what you require. I think 60*l.* would put up cottages that would do very nicely for farm labourers.

18,573. Cottages suitable for farm labourers?—I should say so; I should think 60*l.* The Commissioners have had before them a great many figures of improvements. I will give you an instance. I know a tenant here that left a farm two or three years ago; he told me personally that his improvements on that farm were from 1,000*l.* to 1,200*l.*, and he expected to get that money. Valuers were taken there, and an umpire, and everything was done fairly, and it was found that the tenant had only 300*l.* when everything was added up. The figures you have had concerning improvements, and the cost of building cottages, no doubt are exaggerations in a very great measure.

18,574. How many rooms could you have in a cottage built for 60*l.*?—Of course it would not be an ornamental cottage. You would have a kitchen and a back room.

18,575. How many bedrooms?—Two bedrooms at the side. You could only have it on one floor. You could not have two floors if the cottage stood by itself. The evil about these cottages is, that it is assumed that no return is to be obtained for them. No doubt if the landlord built them they would cost 100*l.* every farthing; he would never be able to build

Mr. *Griffiths*—continued.

them at less than 100*l.* Now if you take 100*l.* for the building, and say 25*l.* only for the land, there is 125*l.*, and if that landlord charged 5 per cent. (and that would be very little, seeing that he would have to pay for dilapidations), it would be 6*l.* 5*s.* a year; and if he charged 6*l.* 5*s.* for a cottage of course he would be execrated.

Mr. *Richard Jones.*

18,576. Do you farm your own land?—Yes, I farm my own land.

18,577. What is the nature of the farming that you pursue on your own land?—I chiefly do dairy farming on mine; it is only a small farm.

18,578. 100 acres, I think you said?—110, I think; about that altogether.

18,579. You say you graze it?—I graze it.

18,580. You do not cultivate any of it?—I do not cultivate any of it now.

18,581. Have you been doing so?—Very little. It is very little I have ever cultivated. I do not profess to know very much about agriculture, though I have been farming for about 20 years.

18,582. What caused you to change your style of cultivation?—I never have cultivated.

18,583. I think you said you have been cultivating, but that you are now grazing?—Oh, I will tell you. No doubt it is because grazing is better; there is no question about that. It was less trouble to me. My farm is, so to speak, at arm's length; it is about 15 or 20 miles away; and it would not do to have many servants there ploughing and that kind of thing when I was at a distance. That is why I graze the farm instead.

18,584. But do you know sufficient about farming to know that all land is not suitable for grazing purposes?—No doubt that is the fact. There is no question about that. Nobody can deny that there is a great difference in the quality of land. I will give you an instance. I bought a part of my farm only two or three years ago. I had four acres of it, of extremely poor land. The first year I had it, it yielded nothing at all, except some sour grass, and the previous holder told me that he had never had anything from it either. I considered that it was no use farming in that way—I must get something from it, and I put down half a ton per acre of basic slag, and about two cwt. per acre of sulphate of ammonia. That was last spring, and I have had the biggest crop of hay on it this year that I have ever had, I think, on any land. So that I think that bad land is often to be improved, at any rate, that was. It looks extremely well now, and that was only with one season.

18,585. Could you supply the Commission with a financial statement of your farming affairs?—Well, I should not like to do it, on this account—that my farming is very profitable indeed. I do not think it would be fair.

18,586. Is it out of consideration to the tenants that you do not present a financial statement?—Well, I do not think it would be fair to farmers in general to suggest that they should make per acre as much as I make. My farm is only a small farm, and I can provide the capital, I have a very large stock. If a farmer of 300 acres had a stock comparable to mine according to the size of the farm, no doubt it would be very profitable. I do not think it would be a fair comparison.

Mr. *Richard Jones*—continued.

11,587. Have you been growing cabbage on your farm?—No. What I mean is this. I have, for instance, a small farm of 35 acres at Holyhead. I only carry it on as a dairy farm, quite a small affair; there is nothing artificial about it at all. If I told you that 35 acres cleared after all expenses, and without my troubling myself about it at all, 150*l.* a year, it would hardly be fair, would it? It would hardly be a fair estimate. You could hardly calculate other lands in the county upon that footing. That is why I do not mention it. See 18,768, 20,556.

18,588. But I thought you said you farmed 100 acres. What do you say as to the 100 acres?—This is just a farm that I have at home. The other is a good distance away.

18,589. I think the Commissioners should know these instances that you refer to. Probably we may not know anything about them, but there are others in the room who would like to know these particular farms that you refer to. There is one farm Aberffraw, which is let at 3*l.* an acre, whereas the surrounding farms of Sir George Meyrick are only let at 18*s.* an acre. What farm is that?—I will pass up the name to you. See 18,533–5.

18,590. Have you any objection to mention it in public?—Well, I have none, but I do not think it would answer any purpose.

18,591. Will you kindly mention it?—I think it is objectionable. It is of no moment to me, but I do not know what object it could answer. I will pass up the name.

18,592. I cannot see what object there is in withholding the name?—Well, if you let a farm at a very high rent, I would not like to announce your name here as being the person who let it at a high rent. I do not think it would be exactly the thing. I could mention one or two names of people who have given evidence before the Commission, who let their land very high, but I have not done so; I think it would sound very invidious. But this is the name. (*Witness wrote the name on a slip of paper.*) If you like I will also hand you up the other name.

18,593. I think it is in the interests of the Commission that these names should be announced; we are no respecters of persons, of course?—I do not see what benefit can arise from announcing them, but it may be of some benefit to the Commission to know them, and I am willing that you should know them, and of course it rests with you to put them in your report if you think proper.

Mr. *Grove.*

18,594. Should not the evidence that you give be open to the criticism of the people in the county who happen to know the facts of the case?—If the Chairman thinks so.

Lord *Kenyon.*

18,595. I think it will be more satisfactory?—Then I will give the name. Henllyswen is the name of the farm.

Mr. *Richard Jones.*

See 18,536. 18,596. Then you mentioned another farm that was let at 100*l.*?—That is Bodrwy Golwyn. I think the Commissioners will allow me to say that when facts of this kind are brought to qualify statements which have been made to them—many statements that have been recorded in the evidence before the Commission are as to things that occurred 25, 30, and 35 years ago concerning people who are dead, and statements that cannot be confirmed—I think there is possibly a diffidence in bringing forward the names of people who live to-day. I am showing you that rents are high with a certain class. I do not think it is quite called for, but I am quite willing to submit to the ruling of the Chairman to give the names, and I will give them every one.

18,597. Then let us have that one?—Bodrwy golwyn.

18,598. You mentioned a farm of Lord Stanley's which was let at 16*s.* an acre, and the tenant left, and when he left many would have given double for it?—That is Tynlon.

18,599. If that farm was so cheap what made the tenant leave?—I did not say he left; he might have died for all I know. I merely said the farm was vacant. The farm was on hand—it wanted re-letting.

18,600. You do not know the circumstances under which it was re-let?—The circumstances under which it went vacant?

18,601. Yes?—I do not know the circumstances under which it went vacant; perhaps the tenant died; perhaps he went to a larger farm. In many cases farms get vacant, do they not?

See 18,540, 18,777. 18,602. What was the name of this farm on Sir Richard Bulkeley's estate which went vacant seven years ago, was let at 18*s.* an acre, for which there were 45 applicants, and which Sir Richard told his agent to let at 1*s.* an acre cheaper, saying that it was too dear. What is the name of that farm?—Cleifiog fawr. There is another farm that I have mentioned there which, with due respect to the Chairman, I should like to object to name. I told you of one farm that Sir George Meyrick owned, where the tenant paid 16*s.* 6*d.* and he had a farm in the neighbourhood that he let himself at 1*l.* 16*s.* 6*d.* an acre—a poorer farm. Well, Sir George Meyrick's agent is here. I do not think it is fair to mention that tenant. I most respectfully protest against it.

Mr. *Richard Jones*—continued.

18,603. Of course you can withhold any names you please, but I must point out that it makes your evidence much more valuable where you can give names?—Oh, yes, and I will very gladly give these names to the Commissioners; but what possible good can result from mentioning them publicly?

Lord *Kenyon.*

The Commissioners think it is not right to accept private information. We think everything should be heard in public as much as possible.

Mr. *Richard Jones.*

18,604. To whose evidence were you referring when you said it was suggested that the tenant should carry out any improvements he liked without having the consent of the landlord?—I was not referring to any case, but to the proposal which has come before the Commission and which has been recommended by the journals.

18,605. From whom did that proposal come?—Well, we see it in the papers every week—that the only effectual remedy for what is said to be the state of things is that the tenants should be able to make improvements without consent and despite any agreement, and that they should be able to demand compensation for them without having had consent to make them.

18,606. But we are not supposed to know anything of proposals that are made in the newspapers; we have only to do with evidence that is given before the Commission?—Exactly, and I have seen it mentioned three or four times before the Commission.

18,607. The only instance I remember is the instance of Mr. Humphreys, of Aberkin, but I do not think he succeeded in making out his case? See 10,486.—Mr. Humphreys of Aberkin did not suggest that there should be compensation where improvements were made without consent; I think it was only in other cases.

Lord *Kenyon.*

He advised the enlargement of that schedule in which the consent of the landlord is not required.

Mr. *Richard Jones.*

18,608. His argument was this; that no one knew better than the tenant farmer what were the improvements necessary for properly cultivating the farm, and that therefore he should have full liberty to make whatever improvements he liked. I suppose you are acquainted with the first schedule in the Agricultural Holdings Act?—I have read it, yes.

18,609. That is inserted as a sort of check upon the tenant carrying out expensive improvements on his own responsibility without having the consent of the landlord—improvements which may not add to the permanent value of the

Mr. *Richard Jones*—continued.

farm?—That is the position at present is it not?

18,610. Yes?—Yes, I understand that.

18,611. Of course I take it that you are in favour of the schedule being carried out in its integrity—that the consent of the landlord should be required for carrying out first-class improvements?—It seems to me absolutely necessary. It will become impossible for small landlords to let their farms otherwise. They will keep them in hand. In a case where a man owned two farms and had not much means to spare—had no money in the bank to spare to pay for these improvements if they were made, he would have to turn out the tenant and take the two farms himself or else he might be ruined by the tenant. It would not affect Sir George Meyrick and Sir Richard Bulkeley and wealthy men like them; no doubt they would get an umpire and get arbitrators, and everything would go on very satisfactorily and they could pay.

18,612. As far as I am personally concerned I quite agree with you, but I think the case which you referred to is rather an extreme one?—Which case?

18,613. The case where a man would go in the course of two years and pull down a house and erect a new house and that sort of thing?—We have houses erected on Sir George Meyrick's estate with parlours that the tenants have never gone into and never put a rag of furniture into. That I think is an unnecessary improvement.

18,614. Erected by the tenants?—By the tenants, yes, and Sir George Meyrick will have to allow for those improvements.

18,615. I should like you to name to me any house of that kind; will you?—No, I object.

18,616. I think it would be a great benefit if you would?—No, I should not like to do that When I have been in a farmhouse to get a cup of tea I should not like to name the tenant here, and say that he has no furniture in his parlour. But I am sure that the Commissioners if they go round the county will find instances. They will find when they knock at the front door, that the lock is rusty, and that they cannot get in there but have to go round another way. The house as well as the buildings are larger than are required.

18,617. If you do not mention it I am afraid the public will take it as a random statement on your part?—I am only making it in answer to what you say. I did not make it as a statement; only in reply to what you said.

18,618. Do you say that you know of instances on Sir George Meyrick's estate where houses have been erected by large farmers?—Where the houses are larger than are required, and that the tenants never use some portions.

18,619. Then I ask you what are the names of those places?—Well, I object to give the names, and I am sure it will be evident to you that there is good reason for the objection.

18,620. I think it would strengthen your case very much if you did mention them?—But I did not put them in my statement. You asked me: "Is it a fact that improvements are

Mr. *Richard Jones*—continued.

"made—is it likely that improvements would "be made—to a greater extent than is ab-"solutely necessary." I say yes, they are made.

18,621. Well, it does not matter whether it was in your statement or not. Of course, your statements *vivâ voce*, we take it, should be at any rate as straight as those that you have put down in your written statement?—Of course, if it suits you not to take my statement unless I name the place, that is a matter within your discretion, is it not?

18,622. Could you tell the Commissioners over how long a period the cottages have been falling into ruin in Anglesey?—I have been in Anglesey for 30 years, and the cottages, I think, have been growing fewer continually. Suppose there is a farm with three or four cottages upon them (thatched cottages, very likely; as they were formerly), the farmer gets these cottages himself; he pays nothing for them, except that they are included in his rent, and he lets them to his hinds, or if they do not want them, to somebody else. The farmer does not repair them; in these instances, I mean where they have been demolished—the farmer does not repair them, and they get dilapidated and then the tenant leaves—nobody will repair them, and they go into decay because I suppose the return is not sufficient to pay for repairing them. And what I was endeavouring to show the Commission was that if they recommend that the return upon these cottages shall be so small that it is not remunerative to the builders, the result is a foregone conclusion. Everything comes to its logical issue, and that issue is that the cottages will not be built. It is very easy to bully people that own cottages and make them uncomfortable, but it only results in cottages not being built and cottages becoming scarce and rents becoming higher.

18,623. I suppose you in common with everybody else would deplore the depopulation of the country districts?—Yes. There was one thing that I wanted to say which had escaped my memory, and I would like to mention it here. It has been stated that labourers now rather congregate into the villages, and that is to a great extent the result of course of the dilapidation of these cottages and the non-building of others; but one great reason of it is the utter absence of anywhere for labourers to spend their evenings. There is a movement at present, which I do not want directly to find fault with, for doing away with the licenses of public-houses in country places. The farmers who have parlours of their own and every convenience and comfort are against there being public-houses for labourers to go and drink and get drunk, as they say. Well, I am a temperance man myself, and no doubt such habits are objectionable; but I think it is still more objectionable to do away with these public-houses before anything else is substituted for them, and so compel the labourers either to congregate in the villages or to leave the neighbourhood altogether in order that they may go somewhere where they are not obliged to spend their evenings at

Mr. *Richard Jones*—continued.

the back of the hedge in the dark and in the mud. Now Lady Reade has shown an example which I should very much like to see Class A. landlords who are able to afford it, follow. She had three public-houses at Llanfaethlu, and, being a temperance reformer, she did away with two licenses. She thought that one was quite enough, and that is, I think, the policy which is followed now. She did it without appealing to us as magistrates at all. She dropped these two licenses; she wanted to see less drink in the villages. The only result of dropping these two licenses was to create more drinking. The three houses that were there before did not pay at all; you might have bought both licenses for 100*l.* each or 50*l.*, but when there was only one public-house, that house was immediately enlarged and made very comfortable and nice; three or four parlours were added, and the result is there is more business done at that one than was ever done at the three. That, I suppose, did not suit Lady Reade; she naturally did not like to see so much drinking in the neighbourhood, so, near by, she built a coffee-house, which has been a very great success. I think if the landlords would build more of those—not make an attempt at once to do away with the few places that the workmen have to sit down in, but first of all build coffee-houses, or build them some places of entertainment, where they can enjoy themselves of an evening, and afterwards petition the magistrates to do away with the licenses, that would be a good policy.

18,624. Do you think that if village halls and public libraries were erected, advantage would be taken of them by the labourers?—I understand that this coffee-house at Llanfaethlu is a very good house, and that the public-house which is close by, has been almost entirely ruined by it, which, of course, we are not sorry for. The coffee-house has had to be enlarged already. It is in a very desolate district, with a comparatively small population. I think if there was one provided at Llanfachreth and Bodedern and these places, they would prove a very great boon; especially in such a place as Trevor, where the only public-house was done away with two or three years ago. That is a large neighbourhood in Anglesey; I suppose there is not a village of any size nearer than Llangefni. It is about some five or six miles away from Llangefni. This public-house has now been closed, and what the labourers do of an evening I cannot say. It is a very large district, and I suppose 10 miles across without anywhere for a labourer to sit down.

18,625. A suggestion has been made that the question of providing village halls and public libraries should be entrusted to some local authority. What do you say to that; would you be in favour of it?—Well, I do not think there could be any harm done as far as regards matters of that kind. I do not suppose they would make them very numerous, but it is a very likely thing that the members of these local authorities would be the same as the members of the county council, and I should think it would be better in the hands of the county council. I should imagine that it would be done better by the county council.

Mr. *Richard Jones*—continued.

18,626. With regard to cottages do you think the plan would be better if the landlord let the houses direct instead of letting them to the farmer and allowing him afterwards to re-let them to his men?—I have no doubt it would be better—much better for the men.

18,627. It would be better for the men?—No doubt it would. The landlord of course could give an acre or two with it and charge the men only the 1*l.* that he charged to the farmer, and it would be a very great public boon. It would be an open question afterwards to what extent these cottages would be taken, because unless you have some place of entertainment, where these men can spend their evenings—things are different now to what they were about 100 years ago, men did not want to be entertained, I suppose, then—and if they cannot have some privilege of that kind, they will go to the towns and leave the country.

18,628. Are you in favour of cottages having six or seven acres of land attached?—That is too much land. Anything beyond what they will cultivate themselves is unsatisfactory. No doubt they would be taken—a cottage with six or seven acres would be sure to be taken.

18,629. Do you think there would be a demand for such cottages?—There would be a demand for them, but I do not think such labourers would quite suit the farmers. They would be rather too independent with their work perhaps; but there would certainly be a great demand for cottages.

18,630. But could not the cottager's wife do that much work on the land?—Oh, no.

18,631. If the cottager got an occasional day, we will say, to do the bit of cultivating that was required, the wife could do the rest?—Yes. I have a man on my farm at present who is a small farmer like that—I suppose he has about 9 acres. He works for me the greater part of his time, and he is very comfortable, no doubt, and does very well with the farm. He pays a very high rent for it. It belongs to a Class B. landlord, but if he got it from a Class A. landlord at 1*l.* an acre it would be a very great boon to him.

Mr. *Grove.*

18,632. What rent per acre does he pay for it?—Well, he would pay a high rent. I do not know what it is. The place was bought at a very high figure. 90*l.* an acre was given for it; so there must be a high rent charged.

18,633. You gave the case of a landlord who was offered 30*s.* an acre for his farm; the previous rent was 18*s*, and he then reduced it to 17*s.*, so that the landlord was offered 30*s.*, but was content to accept 17*s.* per acre. Is that correctly stated?—Yes, I obtained that information from the tenant who got the farm, and he got his information direct from the agent.

Mr. *Grove*—continued.

18,634. You got your information at first hand?—I got it at first hand.

18,635. And you do not doubt the correctness of that?—I do not doubt it at all.

18,636. You put that landlord in Class A.?—Yes; he was Sir Richard Bulkeley.

18,637. I think we might put him in Class A. 1. Now, do you know that Sir Richard Bulkeley has sold many farms lately, during the last few years?—He has sold a great many, unfortunately.

18,638. Do you think it is possible that he sold those farms at higher figures because of the improvements that his tenant farmers had made on them?—Well, as a matter of fact, Sir Richard made an offer first of all to the tenants—of course what I am stating requires no confirmation, everybody in the room knows what occurred. Sir Richard first of all offered the farms to the tenants.

18,639. To the sitting tenants?—To the sitting tenants; and when they were large farms, in almost every case where the sitting tenant refused them; a very large sum, 1,000*l.* to 1,500*l.* more was obtained at the auction.

18,640. Do you know upon what basis the offer was made? Was it on the basis of a valuation for the purpose, or otherwise?—I do not know; what I do know is that a farm which I might mention, Llanllibio Groes, was bought at an astonishingly cheap figure.

Lord *Kenyon.*

18,641. By the tenant?—By the tenant at first hand. Whatever the improvements were, which had been made; he was certainly five times over compensated for them by the low figure at which the farm was purchased.

Mr. *Grove.*

18,642. You have had some experience as a banker, and have done a large business with tenant farmers, I suppose?—It was in a great measure with tenant farmers.

18,643. You speak of a great many tenant farmers having deposits; do you say that is so at the present time, or was it in years gone by?—That was in years gone by.

18,644. Do you think it pertains to the present year among farmers generally?—Yes, I am quite sure of it; but there is no question that in times of depression like the present, those deposits are prejudiced; there is no doubt about that.

18,645. But still you think there are deposits to a large extent even now?—There is no doubt about it at all; a very large sum.

18,646. Do you know of any tenant farmers who have failed in any way?—Well, they are remarkably few; I would know as well as anybody; but in the course of my experience I do not remember more than four, five, or six. No doubt it is possible, many became poor, and gave up their farms without failing. I might tell you this, that during all those years I was bank manager I lent money, of course, to tenant farmers, and never lost a farthing.

Mr. *Grove*—continued.

18,647. Do you suppose that the children of farmers on the smaller farms in the district help them in the farm labour?—Yes; of course they do.

18,648. And do you think unless they had that help from their own families, they would be able to pay the rents?—I am not able to answer that question satisfactorily. I should not like to make any random answer. I know very little about what you are asking now. No one can well estimate what would be the effect of the children refusing to work.

18,649. But in a great many cases I suppose it is the fact that the children of the tenant farmers do help them very considerably in enabling them to battle with the world?—But they help us all; all our children help us while they are at home, whatever they can do.

18,650. No doubt they do in a sense. Now, you have spoken about the interest on building cottages. It occurs to some of us at any rate that the interest is not so much a question of three or four per cent. on the cost of the cottage as it is of getting more labourers settled upon the land, and the general culture of the land being increased by having more labour upon it; therefore if a land owner builds cottages, surely the increased value of his property would be some sort of interest upon his money, would it not?—You see if a landlord built three or four cottages on a farm which you held, you would not allow him afterwards to dictate to you about keeping three or four more labourers. It would be quite impossible to inflict the labourers.

18,651. You say there are a good many agitators amongst Class B. What do you mean by agitators?—I do not remember saying that just in that form.

18,652. Yes; the words you made use of were "Amongst Class B. there are a good many "poor agitators." I took a note of them. I simply want to know what you mean by "Agitator." What do you understand by the word "Agitator" in the sense in which you used it?—Of course we mean a person who agitates; that is what we mean by agitator. A person who agitates; a person who is dissatisfied; a person who tries to get what he has not got at present; a person who tries to persuade his neighbours that they have not got what they ought to have, and that if they only stirred about they would get some things that belonged to other people that they have not got now. That is what I should think is an agitator.

18,653. You would not go so far I suppose as one of the Carnarvon witnesses went; he said that an agitator was one who tried to make people believe that there were grievances which did not exist. You would not go so far as to say that?—Well, it is quite evident if I think that some of the grievances they mentioned do not exist, that I then believe them to be trying to persuade people that they have grievances, which do not exist.

Professor *Rhŷs.*

18,654. Do you hold any land at Tantwr?—I do; that is my own land.

18,655. Would you have any objection to tell us what you let it at per acre?—I do not let any.

18,656. You do not?—No.

18,657. Now with regard to the cottages you mentioned just now. 60*l.* I think you mentioned as a possible sum for which a cottage might be built. Do you happen to know anybody who does build such cottages now?—At 60*l.*

18,658. Yes?—Well, if you require us to mention every name——

18,659. I have not asked you for a name. I am asking you if you know of anybody who builds cottages for 60*l.* now?—I know of two cottages at the present moment—I passed them to-day as I drove here—that I could build at 60*l.* a-piece. They did not cost 60*l.* a-piece.

18,660. You build them, do you say?—I say I saw them, and I would build them for 60*l.* a-piece. They did not cost quite 60*l.*, I think.

18,661. That is not quite an answer to my question. Do you know as a fact of anybody who does build cottages for 60*l.* a-piece?—Of course we none of us, when we build cottages, tell anybody else the cost. I do not know what they cost them. It is impossible to say. I merely tell you that I saw two new cottages this morning that were built a short time ago that I know perfectly well I could put up for 60*l.* each. They were built by a tenant.

18,661*a.* Could you purchase all the materials and everything else for that 60*l.*?—That class of cottage, yes.

18,662. What would that cottage consist of?—Mind they are new cottages, they are both inhabited, so evidently suit the present class of tenants.

18,663. There are only two of them, are there?—There are two of them. There is another one adjoining them of the same style, and I suppose they thought there was room for two more, and they have evidently filled both of them up.

18,664. How long ago was that?—I think they were finished some time this last year.

18,665. What rooms would they contain?—I have never been inside; but I will tell you what I should suppose from the general appearance of them. There is only one floor, the ground floor; there would be, I suppose, at one side of the door two bedrooms, with a partition through the middle running the same way as the ridge-piece, and on the other side there would be a kitchen and a back kitchen—just like that.

18,666. That is what I want to know. Are such cottages being built as a rule now-a-days in Anglesey?—Oh, very few of them. I said they are extremely few; but you asked me if I knew of any. I say yes, there are those two. They are the only two I have seen built for years.

18,667. They could be built for 60*l.*?—They were I have no doubt, built for 60*l.* each.

Professor *Rhŷs*—continued.

18,668. You would not, according to that, lead one to understand that the sort of cottage that is usually demanded could be built for 60*l.* now-a-days?—It depends altogether on who is demanding. These two cottages were evidently all that those two tenants demanded—the two tenants who are in them.

18,669. Let me put it in another way. Would any respectable landlord build cottages like that now?—Yes, for 60*l.* each, as I have said.

18,670. But would he build such cottages at all?—Oh, yes, for 60*l.* each, without the least difficulty.

18,671. That is not an answer to my question. Would any respectable landlord build such cottages at all?—Well, this was a respectable man; he is a farmer of 300 acres.

18,672. I thought you said that the tenant built these?—Yes, he is a farmer of 300 acres, and he built them.

18,673. But I am asking, would any landlord build such cottages?—It is very likely that the landlord would make them nicer, ornamental, and that kind of thing; but of course he could not expect the tenant to make any return for that—if he made them a little Gothic, or anything of that sort.

18,674. Would he not give them more rooms?—I do not suppose that they would be more roomy. Some of these lodges that you have will not be a bit more roomy than those two cottages.

18,675. Well, I should be very glad to find out how a passable cottage could be built for 60*l.* One landlord who spoke on that subject, I think, did not appear so sanguine about it. Now do you know Holyhead Island very well?—Yes, I know it pretty well.

18,676. Have there been any enclosures there, so far as you know, in recent times?—I do not know of any on Holyhead Island, not in my time.

18,677. You mentioned others; for instance, there is Towyn Llyn. Do you think that Rhosneigir would not have been discovered but for the hotel that you spoke of?—Oh, we all knew Rhosneigir; there was a cottage or two there, and there were sands and rocks of course. See 18,560 22,303.

18,678. But do you say that the place would not have been developed but for the hotel?—No, I do not think so. I do not think it would have been developed as it has been if it were not for the Maelog Lake Hotel.

Professor *Rhŷs.*

I do not know about that, considering the number of people who are looking out for fine sea shores; I do not suppose that Rhosneigir could have escaped very long. However, that is neither here nor there.

Sir *John Llewelyn.*

18,679. As to those cottages; would you kindly tell us whether the rural sanitary authority approved of them?—I do not know about that at all, but I should think they would.

Professor *Rhŷs.*

I suppose they would let you build anything.

Sir *John Llewelyn*

18,680. I should like to ask one or two questions. Mr. Bryn Roberts was asked, at Question 13,241, "Do not you know some Nonconformist "landlords?—Very few. (13,242.) Surely you "know some?—I should say not scarcely any "in Wales here. (13,243.) In Anglesey?—Yes, "there are in Anglesey two or three, but they "are great exceptions." Do you say that there are any Nonconformist landlords in Anglesey?—There would be from 200 to 300 whatever.

18,681. He knows the county perhaps as well as you do, although he is not Member for this county?—He is not.

18,682. You know this county, and you are able to speak?—Oh, yes, I am sure of it. You will find ten in one parish sometimes.

18,683. What do you say about sales that have been made to private individuals by the Commissioners of Woods and Forests. That is, Crown land that has been sold by the Crown to private individuals?—So I assume. That is the impression we are under.

18,684. Have there been any sales to any large extent?—I only mentioned one case, that of Towyn Trewan.

18,685. You mentioned two?—Yes, I think I mentioned another. The other was only 40 to 50 acres.

18,686. Has there been much land so sold?—Those are the only two cases in Anglesey that I know of. I think Towyn Llyn belonged to somebody else. I am not sure, but it was supposed to belong to the bishop or some one, for whom he acted as trustee.

18,687. We had put in, at our last sitting at Bala, a statistical abstract of the Inland Revenue Reports, which showed the modern growth of rents in Wales. According to that, the rents had increased in Anglesey in a larger per-centage than in any other county in Wales. Have you seen those returns?—I saw it mentioned. I made a note of it in my book that the rents in Anglesey had increased 126 per cent.

18,688. 128 per cent?—128, whereas the rents in Carnarvonshire and Merionethshire had only increased 35 to 40 per cent. or something of that kind.

18,689. It was 90 per cent. in Carnarvon. I wanted to know whether you could give us any good reasons why the increase of rents had taken place in this county more than in any other county?—What I assume is the reason is this—I suppose we may depend on the truth of this return?

18,690. I do not know. I do not know what it covers?—It quite surprised me that there should be such a figure at all.

18,691. I have no doubt of the truth of the return, but I do not know exactly what it includes?—Well, the reason is quite palpable. Sir Richard Bulkeley has sold about two parishes now and the rent of those parishes would be both materially increased. No doubt the reason for this large increase of rent is the fact that Class A. landlords are selling now.

Sir *John Llewelyn*—continued.

Mr. Frederick Wynne has been selling some outlying farms. Lord Boston has been selling farms, and what I am afraid of is, that we are making the landlords very uncomfortable and the farmers of Anglesey will see this rise in rent going on still in the future, because the agitators that I have alluded to—whether they are writers in newspapers or anybody else—are making the landlords think that they are really not wanted in the county, and they are gradually slipping out of it. That is the reason no doubt for this increase of rent.

18,692. I understood you to say just now that Class A. landlords if they sold, gave the first chance of buying to the sitting tenants?—Yes.

18,693. Is that so in all the instances you give of what you call Class A. landlords. You have told us of 15 or 16 landlords whom you include under Class A.?—No, that is a privilege that they extend to the tenants in some instances. Sir Richard Bulkeley has done it and I believe Lord Boston has done it, but in some instances I presume Class A. landlords put them up to auction, though the cases are few. I do not know of any, at this present moment, where the farms have been sold without the offer being first given to the tenants.

18,694. Who are the landlords who you say would give the first chance to the tenants?—I was only alluding to Sir Richard and this recent sale. He has sold a number of farms lately and in those cases he gave pre-emption to the tenants.

Lord *Kenyon.*

18,695. I have a number of questions to put to you which are handed in. The following questions are by Mr. Llewelyn Jones: "During "your experience as bank manager have you "not known of many instances where tenant "farmers have borrowed money for the purpose "of paying their rents. In many cases are "tenants becoming surety for another?"—The tenant farmers frequently borrow money to meet their rent.

18,696. In many instances do tenant farmers become sureties?—There are usually sureties for every farm.

18,697. "Are you able to speak as to the preservation of game on Lord Stanley's estate?"—I do not know anything specially, but I have Lord Stanley's estate on two sides of my little farm at Holyhead, and I never was troubled with any game.

18,698. "As a magistrate are you aware that the game prosecutions on Lord Stanley's estate are very numerous?"—I am glad to hear that the number of cases we have is considered an exceptionally great number, because there must be very few in that case in the whole county. I think we have had, speaking roughly, these last two or three years from all estates in our neighbourhood perhaps four, five, or six cases.

18,699. In two or three years?—In the last two or three years.

Lord *Kenyon*—continued.

18,700. What per-centage do they bear to other cases?—Well, we have not had one case of game prosecution at the last four or five Petty Sessions, and we have had scores of others.

18,701. "Have you ever advocated a Land Purchase Scheme for Wales on the lines of the Irish Land Purchase Acts?"—Yes, and I think it would be an extremely good thing.

18,702. "If you have, are you still in favour of such a scheme?" You are, I understand?—Yes, I think it would be a remarkably good thing for the tenants, and I do not know why it should not be granted to the Welsh tenants as well as to the Irish tenants that, instead of borrowing money as they have in many cases on a second mortgage at five per cent., they should get money at three per cent.

18,703. "Are not the cases on Lord Stanley's estate where rents were not raised on improvements exceptional cases?' Do you know of similar cases on other estates? You mentioned some cases on Lord Stanley's estate where the farmers had improved their holdings, and I think you said some seven or eight of them had, and their rent was not raised. Were those exceptional cases?—Those were all the cases on the Penrhos estate at that time. The tenants who had not improved were raised: there was a slight rise in the rent, the tenants who had improved were not raised.

18,704. Do you know of any similar cases on other estates?—No, I do not.

18,705. "Have you ever resided in Clynnog parish?"—No, I have never resided in Clynnog parish.

18,706. "If not, how are you able to give "evidence as to that part of the country?"—Because I am a first cousin of Lord Newborough's agent, and that is why I know.

18,707. "What personal knowledge have you "of the county of Anglesey, except of the dis-"trict near Holyhead?"—First of all, I have some property at one end of the county and another farm at the other end, and I drive through it about once a fortnight both ways. Secondly, our customers when I was bank manager were spread over half the county.

18,708. You consider that you have personal knowledge over the whole of Anglesey?—Not over the whole. You will see that there is a section of it that I have not referred to; with regard to the estates of the Marquis of Anglesey, for instance, or the estates in the Beaumaris neighbourhood. I know very little about that neighbourhood.

18,709. "Do you let any land at Holyhead or district?"—No, I do not let any.

18,710. So that you cannot answer the question what you charge per acre?—I may tell you plainly that if I had land to let I would not let it as Class A. do, because I am a commercial business man. There is a question there which you mentioned, with reference to what I let land at Tantwr at. The previous owner at Tantwr did let land; he let it at 2*l.* 15*s.* to 4*l.* 5*s.* an acre. When he had the land as tenant he got it at 18*s.* an acre. I do not know that I should be so foolish as to let the land at 18*s.* if I wanted to let it.

Professor *Rhŷs.*

18,711. Is that near Holyhead in the nature of accommodation land?—That is not; it is in a country district.

18,712. It is not accommodation land?—No.

Lord *Kenyon.*

18,713. "In the cases to which witness refers "of farms being sold to the tenants, were the "latter not compelled to buy their farms or to "leave all the improvements made by them to "other purchasers?"—Where is that?

18,714. I am sure I cannot tell you. The question is, "In the cases to which witness "refers, of farms being sold to the tenants"?—I suppose he must refer to Sir Richard Bulkeley's estate.

Mr. *Richard Jones.*

18,715. You mentioned several cases?—I am not aware of such a condition of things. I presume the Agricultural Holdings Act is in force on Sir Richard's estate.

18,716. Are you in a position to speak as to that?—No, I did not make any remark about it.

Lord *Kenyon.*

18,717. You cannot answer the question?—What I did say was that whatever claims they had for compensation the prices at which the farms were offered to them, and bought by a great many of them, amply covered those claims.

Professor *Rhŷs.*

18,718. You would not be surprised to hear that some of them think differently, would you?—We do not know what they think. I have no doubt many of them say differently. Very few of them say what they think. There are several instances where these tenants, although they have not settled, have sold a great part of the farm, and sold it at a figure which shows that Sir Richard sold to them very cheap indeed.

18,719. "How much acquaintance have you with the Irish Land Acts and their operation?"—Very little. Only what I have read in the papers; nothing further than that.

18,720. That is the end of Mr. Llewellyn Jones's questions. Now I have some questions to put to you which are handed in by Mr. Ellis Jones Griffith: "Do you condemn the Irish "Land Act on the strength of your conversa-"tion with one Wicklow tenant?"—I think I said when I mentioned that, in connexion with what I stated to you about a Land Court

Professor *Rhŷs*—continued.

that the great evil in discussing a Land Court as we did discuss it, was that we knew nothing whatever about it. There are farmers in this room probably who think a Land Court would be a good thing, and they are very much in the same position as the frogs that wanted to have a stork for a king, and the stork gobbled them up. They have no idea what a Land Court is, and they want a Land Court.

18,721. You do not condemn the Irish Land Court on the strength of that one illustration. That is what I understand?—No.

18,722. "Are you a judge of rent?"—I am a judge of the market value of rent.

18,723. "Do you consider that his rent of 5*l.* "an acre was a fair rent," that is the rent of the Wicklow tenant, I understand?—It was extremely unfair, that is why I asked him why did not he appeal to the Land Court. I was perfectly appalled at the rent. I have been accustomed to see land of that description let about here at 1*l.* an acre as I say, by these Class A. landlords, and I was astonished to see that such was the state of things in Ireland.

18,724. "You said the land was like land at Aberffraw; do you consider that 5*l.* an acre "would be a fair rent in the neighbourhood of "Aberffraw?"—No, I should say not. I do not think it would be a fair rent anywhere.

See 18,550.

18,725. "Referring you to the instance you "gave of a farm let at 52*l.* and sold at 2,000*l.*; "do you know that when the farm was let at "52*l.* it consisted for the most part of marsh "land. Do you know that it was drained and "the land put in good order by the tenant?"—I know that, instead of being marshy land, it was mountain land, and that nobody drained it.

18,726. "Do you know that the Honourable "Frederick Wynne obtained the advantage of "these improvements when he sold the farm for "2,000*l.*?" There were no improvements, were there?—There were no improvements whatever. The house was of such a description that it had to be rebuilt at once; a pig could not live in it.

18,727. "Did not the 2,000*l.* include the im-"provements by the tenant?"—There were no improvements of any kind. The tenant gave it up. He wished Mr. Frederick Wynne to take it.

18,728. "Do you approve of a land system "under which the tenants' improvements are "thus appropriated by the landlord?" Perhaps you would answer that in a general way?—None of us do.

18,729. "Do you think applicants for farms "who are Churchmen and Tories have a better "chance of success than Nonconformists and "Liberals?"—I will give you an instance on Sir Richard Bulkeley's estate. One of his tenants, who was a Tory and a Churchman, spoke to me a short time ago, and complained bitterly that on that estate, Nonconformists and Radicals, especially if they were very prominent in politics, could get favours that they, as Tories, could not get; that he had been trying for one or two things, but could not get them, and that a neighbour of his who has been extremely obnoxious on several occasions, got at once what he asked, when he went to Sir Richard.

Chairman—continued.

Mr. *Richard Jones.*

18,730. Will you name that person?—I object to name him. I do not think it is called for. I am only answering these questions. I will give the names at once to the Commissioners. I cannot say anything more fair.

18,731. I will take it privately?—I will give it to you privately. (*The witness wrote the name on a slip of paper.*)

Lord *Kenyon.*

18,732. Do you think you could get the consent of that person to use his name?—You see, Mr. Chairman, you ask me: "Do you know of "instances of such and such a kind?" I say "Yes." I cannot say "No," because I must speak truthfully. Then you say, "Will you give the name?" No, I will not give the name; I object.

18,733. But do you think you could get the consent of that individual, whoever he may be, to your using his name, because, if so, we should be glad to have it?—I have given the name.

18,734. We receive no private communication. As I have said before, we wish everything to be as public as possible, therefore, if you can get the consent of that individual to use his name we shall be glad?—You mean of the person who complained—of the Tory who complained?

Mr. *Richard Jones.*

18,735. The person who complained and also of this obnoxious Radical?—It is not likely that a person would give permission to use his name under those circumstances. If I thought I had done something obnoxious I would not give permission for anyone to name me.

Professor *Rhŷs.*

18,736. If you only called him a Radical, perhaps he might?—"Radical" is not obnoxious.

18,737. If you leave out the expression "obnoxious"?—"Radical" is not obnoxious at all.

18,738. I did not say it was. If you describe a man to his face as "obnoxious" perhaps he would not give the permission to use his name, but if you describe him without that adjective he would?—Yes. What I said about him was that a tenant had received favours after making himself comparatively obnoxious to the landlord, which other tenants had failed to get, although they were Conservatives.

18,739. It is not quite plain to me that the man would give his name on that ground, and give the whole account of that transaction?—I do not think that either of them would like to give their names. I do not suppose so.

Lord *Kenyon.*

18,740. I will proceed with these questions: "Do you know Llyslew?"—Yes, I know Llyslew.

18,741. "Did you ask to be permitted to "write to the Bishop and Dean of Bangor in "favour of the application of Mrs. Parry, a "Nonconformist and a sister of the late "tenant?"—Yes, I did; not to the Bishop, but to the Dean. I wrote to the Dean, and I respectfully entered a very strong protest against the action in the Llyslew case, because it was, I think, extremely ill-advised, and unkind, and improper.

18,742. "Do you know that Mrs. Parry was "forcibly ejected, and Llyslew was let to a "Tory and a Churchman"?—Yes, it was.

18,743. "You have referred to Gorswen. "When it became vacant, is it not a fact that "several relatives (Nonconformists) of the "deceased tenant applied for the farm?"—He had not any but very distant relatives.

18,744. "Did you, as a Nonconformist, apply "for the farm?"—Yes. I applied for the farm.

18,745. "Was the farm let to Mr. Lewis, of "Bodedern, who was formerly an Independent, "but is now a Churchman?"—He was formerly an Independent He is half an Independent and half a Churchman now.

18,746. Was it let to him when he was an Independent, or was it let to him when he became a Churchman. I suppose that is the drift of the question?—I really do not know where he happened to go on Sunday then.

18,747. "Do you relate the circumstance of "the Honourable W. O. Stanley not raising the "rent on the improved farms as an exceptional "incident. Do you say that this is the "ordinary custom in Anglesey. If so, on "whose estate is the custom?"—I do not think I mentioned it as an ordinary custom I mentioned it as an illustration of what was happening 25 years ago, because there has been a great amount of evidence before the Commission showing up the landlords of 25 or 30 years ago—cases which we cannot investigate, the agents being dead, the landlords being dead, and the tenants too. Those were cases of large improvements that were followed up by the landlords Mr. Thomas Ellis told you of an immense amount of improvement that was done on one farm.

18,748. I must confine you to the question as time is passing?—Very well.

18,749. Am I to understand that "you relate "this circumstance of the Honourable W. O. "Stanley not raising the rent as an exceptional "incident or as something referring to the "past?"—As referring to what happened 25 years ago.

18,750. "Do you say that this is the ordinary custom in Anglesey?"—Not to raise the rent on improvements?

18,751. Yes?—I cannot say what is the ordinary custom. I have not heard an instance of them being raised on those estates—on the Class A. estates.

18,752. "Do you suggest that the fact of his "being a Liberal or Nonconformist makes a land-"lord a worse landlord?"—Not at all.

Lord *Kenyon*—continued.

18,753. "If so, why?"—I will give you the reason exactly why, he charges a higher rent.

18,754. I had better read you out the whole list of questions I think. "Do you suggest that "the fact of his being a Liberal or Nonconformist "makes a landlord a worse landlord? If so, why? "Are you a Nonconformist? Do you consider that "you would be a worse landlord or tenant on that "account?"—In the first place I am a Nonconformist. In the next place I would not let land if I had it—I should not have much, most likely. Say I had two or three or four farms—I would not let land like Class A. would, because I am a business man, a commercial man, so to speak, who wants to keep his family, and not the families of other people, with his own earnings. I should let land according to Class B., no doubt, and I do not find the least fault with Class B. But you will find that the farms of Class B. have cost them a large sum of money, and they want some repayment. They have laid out a lot of money upon them, and they let the land on such terms that they shall have a return

18,755. Then you do not suggest that the fact of his being a Liberal or Nonconformist makes a landlord a worse one?—Not at all.

18,756. "You have spoken of tenants being "willing to offer double the rents now asked? Do "you therefore think that present rents ought to "be doubled?"—I have made my statement as to that.

18,757. Do you think it ought to be doubled?—I think it would be extremely disastrous, and I think the agitation that is going on, is unfortunately bringing us to that end now.

18,758. "If not, how do you account for the fact that the tenants are willing to give this excessive rent" as you suspect they do in some cases?—I cannot answer that question better certainly than the Commission can themselves. I gave you an instance at Aberffraw, where the tenant is a clergyman at present, and he is selling off his stock to day, and he has his little farm to let.

18,759. You cannot account for that?—I cannot answer for that.

18,760. "What disadvantage would there be in "landlords being of the same opinions politically "and religiously as their tenants?" I take it there would be no disadvantage from what you said?—No disadvantage.

18,761. "You say 'consternation' would be "caused if a large estate were put in the market. "Do you not know that that would be caused by "the fact that tenants knew that their improve-"ments would practically be lost to them?" I suppose that is, as a reason for the consternation?—The improvements would not be lost on Sir George Meyrick's estate. I mentioned Sir George Meyrick especially.

18,762. That is not the only reason for the consternation?—That is no reason for consternation.

Mr. *Richard Jones.*

18,763. Is compensation provided for in the agreements on Sir George Meyrick's estate?—

Mr. *Richard Jones*—continued.

Compensation is provided for on Sir George Meyrick's estate. I have heard that from the tenants, not from the agent.

Lord *Kenyon.*

18,764. All these questions are by Mr. Ellis Jones Griffith: "You have referred to Henllys "Wen in Aberffraw as an expensive farm. Do you "know that Henllys Wen is grazing land?"—I do not know, but I told you it was very likely that not only Henllys Wen was charged a higher rent, but that they had stricter conditions than Sir George Meyrick had, that very likely they would not allow the tenant to carry hay away, so that evidently I was correct in that, it was grazing land apparently.

18,765. "Do you know that Penrhyn in "Aberffraw, belonging to Sir George Meyrick, is "let by fields for grazing purposes?"—Not by Sir George, I expect. I do not know of it, so of course, I cannot say.

18,766. Then you do not know what rents are charged for Penrhyn?—No, I do not.

18,767. "Do you know the rent of the neigh- "bouring farms. If not, how do you calculate "that Henllys Wen is more heavily rented than "surrounding farms?"—It is about 18*s.* I do know it. I have a great many friends on the adjoining farms.

See 11,587, 20,556–9.

18,768. "You have said that you made 150*l.* "clear on a farm of 35 acres. Does this include "your profits made by selling two crops of hay "off the farm? And do you know that this "would not be allowed on the large estates in "Anglesey?"—I never sold any hay off that farm.

18,769. "Does this not include the profits "made by you as manager of a public company "formed for the purpose of selling dairy produce "and milk?"—No, I never had anything to do with the public company that sold dairy produce.

18,770. "Does the 150*l.* profit include the "profit made by you as a pig-breeder on this "farm?"—Pig dealer.

18,771. Pig breeder and, I suppose, pig dealer too?—I have not had any pigs on the farm for seven years.

18,772. "Referring you to the enclosure at "Brynsiencyn, do you know that all the "improvements were made by the tenants?"—I did not make any remark about it. I said I believed the land had been sold originally by the Commissioners of Woods and Forests, and it was now in a very greatly improved state in consequence of being enclosed. It appeared to me, it suited the agricultural interests of the country better that it should produce the food supply, as it does at present, than that it should produce nothing whatever, as it did before.

18,773. "Do you know that the tenants were "compelled to make the improvements or leave "their holdings?"—No, I do not.

18,774. "Will you give an estimate of the value of this enclosure in 1880 and 1893?"—Which was that—At Brynsiencyn?

Lord *Kenyon*—continued.

18,775. Yes, I suppose so?—I know very little about that.

18,776. "If the land were now sold who would get the benefit of these improvements?"—I do not know. I only made a casual remark about it.

18,777. "You have referred to Cleifogfawr. "Why was the rent reduced? Was it reduced "when the farm was let to a Churchman?"—I cannot tell you why the rent was reduced. The statement of Sir Richard Bulkeley was that he thought it was too high.

See 18,602.

18,778. Was it let to a Churchman?—It was let to a Churchman—the present tenant.

18,779. Do you think that was the reason why it was reduced, or not?—I should think not; I do not think it is at all likely.

18,780. "How many Liberal Nonconformists own more than 1,000 acres of land in Anglesey?"—Very few more than 1,000 acres.

18,781. "Would you give their names? Would you name one?"—There are very few.

18,782. You put them in Class B., did you not?—Yes, Class B.

Mr. *Richard Jones.*

18,783. Will you name one?—Oh, dear me, yes. I could name them, but I respectfully decline to name them. It is not a part of my statement.

18,784. Will you name one who owns more than 1,000 acres of land?—Yes, I have one in my mind now who owns more than 1,000 acres who is a Nonconformist.

Lord *Kenyon*

18,785. I do not think there would be any objection to giving his name?—I have named pretty well; I think I have named more than anyone else has done, or is likely to do.

18,786. Of course do not name him if you do not wish to, but I do not think it would do the person any harm?—You will understand if they only owned 1,000, or 2,000, or 3,000, or 4,000, or 5,000 acres, they would gradually very likely drift into Class A. from Class B. The fact that they are small owners makes it necessary that they should be somewhat more strict in their financial transactions than if they owned a quarter of a county.

Mr. *Richard Jones.*

18,787. Are you prepared to name one?—Do you mean one landlord?

18,788. Yes, one landlord?—A Nonconformist who owns land in Anglesey?

18,789. Over 1,000 acres?—Yes, I will give you the names with the greatest pleasure.

18,790. Will you name them?—I will not name them publicly. I think I have given names pretty well. I have named sufficient to get me into very hot water.

Professor *Rhŷs.*

18,791. But you will get into no hot water over this. I think this gentleman who owns 1,000 acres would feel proud of it?—I do not think that, but I may tell you that as their holdings increase their rents grow less. The richer Nonconformists let their lands at a less rental than the poorer ones.

Lord *Kenyon.*

18,792. The question is this, We want to know whether there are any small Nonconformist landowners, and you say, "Yes," and then we ask you whether there are any big ones, and you say, "Yes." We want to know who they are?—Everyone knows many Nonconformist landowners who own over 1,000 acres. Who is that question written by?

18,793. This is one of Mr. Ellis Jones Griffiths' questions?—Mr. Ellis Jones Griffiths knows them perfectly well.

18,794. I wish you would name them, and it would save us a great deal of trouble. I will put this question to you, which has been handed up by Mr. Owen Wynne: "Are not Messrs. "Richard and Robert Davies large Nonconformist landowners?"—They are large Nonconformist landowners.

18,795. Do they own over 1,000 acres?—Much more.

Mr. *E. J. Griffith:* My question was, "Liberal Nonconformists."

Lord *Kenyon.*

18,796. I had better put another question myself: Are Messrs. Richard and Robert Davies Liberals?—Yes, they are old-standing Liberals, not Gladstonians.

18,797. I do not think we need go any further?—They are real Liberals.

18,798. There is another question by Mr. Owen Wynne: "Can you tell us anything of the condition of the houses and buildings and of the "rents on the estates of any large Nonconformist landowners in this county?"—No, I cannot.

18,799. This is also by Mr. Wynne: "Could "you mention any case in which a Nonconformist landowner has got a Churchman as a "tenant?"—He would take a Churchman exactly the same as he would take anyone else.

18,800. You say it makes no difference?—That is nothing but running a red herring over the path. Neither Class A. nor Class B. would notice for a second whether they were Liberals or Conservatives, or whether they were Nonconformists or Churchmen.

18,801. I have three questions to put to you which are handed in by Mr. Vincent: "Have "you not been rather too sweeping in your condemnation of Class B.? Have you, for "example, any reason to suppose that the "estates of Mr. Lloyd, of Tregaian; Mr. Warren "Evans, of Henblas; Mr. Clegg, of Plas Llanfair; "and many others I could name, are rented "highly?"—Is Mr. Lloyd, of Tregaian, a Nonconformist and a Liberal?

Lord *Kenyon*—continued.

18,802. No, but I think you included in Class B. all small landowners?—I did not include all small landowners in Class B.

18,803. I beg your pardon; that was the impression on my mind. What was the distinction between Class A. and Class B.?—The distinction was this: Class A. comprised the old nobility and the county families of the island.

18,804. Irrespective of the size of their estates?—Yes. For instance, we may mention Lady Neave. I do not think I gave you her name. She is a member of Class A. that everybody is proud of, but I do not think she has a very large acreage.

Mr. *Richard Jones.*

18,805. Did you tell the Commission that three-fourths of the land in Anglesey was in the hands of the Class A. party?—Yes, I did. That is about correct, I think.

18,806. Then consequently all the small landowners would be in Class B.?—Not necessarily. They may be in the three-fourths, may they not? There may be some among the three-fourths that only have one farm.

18,807. If they were all large farms?—I did not say they were all large ones; but I told you that Class A. would cover three-fourths of our county, and that they were almost all Conservatives and Churchmen, that is what I said.

Lord *Kenyon.*

18,808. The following questions are by Mr. Vincent: "What is the name of the Class B. "landlord who bought from Sir Richard and "raised the rent 70*l.*; when was the sale, and "what is the name of the farm?"—Owen Williams, Tyn-y-Buarth. See 18,540, 20,559, 20,639, 20,659.

18,809. What is the name of the farm?—The name of the farm is Fferamuchaf. I give it to you as being raised about that amount.

18,810. "As a banker, have you known cases "in which men who had considerable deposits "have borrowed money to pay their rents?"—Yes, almost everybody borrows money at times nowadays in business.

18,811. Whether they have considerable deposits or not?—Whether they have considerable deposits or not.

18,812. To pay their rents?—Yes, and it is a funny thing to do, but I have known a man borrow money at 6 per cent., when he was getting only 2½ per cent. on deposit.

18,813. "It is suggested that tenant farmers "could not pay their rents unless they had the "unpaid help of their children. Do you know "cases in which bachelors or widowers without "children have carried on farms?"—Oh, yes; we all know cases of that kind.

18,814. "Do you know cases in which farmers "have established their sons on the farms, or in "other kinds of business?"—Yes, many.

Professor *Rhŷs.*

18,815. You have refered several times to the Baron Hill estate, on which lands have been sold lately. Portions of the estate of Sir Richard Bulkeley have been sold lately?—Yes.

18,816. When did these sales begin?—I trace the sales——

18,817. No, I do not want you to trace them. I want the dates?—I am just going to tell you. You ask me when they began.

18,818. Yes?—I trace the time of the sales in Class A. (Class A. hardly ever purchasing) as commencing about the 1880 election. The agitation at that time, which I believe resulted in a great measure in the Settled Land Act of 1888, enabled the landowners to sell their farms—that is the life tenants—to sell. That was about the time.

18,819. Were there any large portions of the Baron Hill estate sold soon after 1880?—A very large portion.

18,820. About what rent would that cover?—I am not able to say; some thousands, no doubt.

18,821. Of rent?—Of rental, I should think.

18,822. What other estates have sold to a large extent since 1880?—There have been sales to a large extent. Some estates have been cleared out.

18,823. Have there been any large sales of great estates in Anglesey since 1880 besides the Baron Hill?—There are sales, I believe, almost continually now, a thing that never used to happen.

18,824. I ask you to any large extent besides the Baron Hill?—Yes; and I should like permission to make this remark. Many farmers may think that my evidence is something against the farming class. I say that my reason for coming forward was that the agitation at present was resulting in these sales, which is the most serious disaster that could occur to the farmers of this county.

18,825. I understand that perfectly; but I want to know from you what is the extent of these sales that you are speaking of?—Well, you see, nobody knows. Nobody can tell that. Lord Boston, I believe, has sold a great many farms privately to the tenants. Mr. Frederick Wynne has sold.

18,826. What proportion would the rent of these estates bear to the whole of Anglesey, could you tell me?—I could not tell you.

18,827. Could you give me some idea?—No, I could not venture on an idea, or I should have a question directly to give items.

18,828. I am in the dark, you see; I want to know to what extent these sales have been going on? To what extent they could affect the total rent of the whole of the island, roughly?—They would affect it very seriously. We have one parish yonder that was cleared out, the parish of Llanynghenedl. Speaking roughly—someone here I am sure could correct me—I do not suppose there is less in Llanynghenedl alone than 5,000 to 7,000 acres. I should think not.

Professor *Rhŷs*—continued.

18,829. Then you were shown a schedule of rentals just now by Sir John Llewelyn. You may have noticed, perhaps, that the Anglesey rental had gone down since 1880?—I did not notice that. You showed me an increase of 128 per cent.

18,830. Since 1814?—Yes.

18,831. But since 1880 the figures go down about 7,000*l.*?—I do not know what is the reason of that.

18,832. What I want you to tell me is, what proportion of the rental of the Island of Anglesey, or the county of Anglesey, you say is covered. You can tell me that?—You see you want statistics from me that require a good deal of investigation to get.

18,833. What do you suppose?—I should not like to suppose anything at random, for of course I should have to prove my statement, and I should be very far astray.

18,834. But you have led us to a question which is very important, namely, that of the sales having produced to a large extent an increase in the rental of the county?—Yes.

Professor *Rhŷs.*

I fail to see how you make that out.

Sir *John Llewelyn.*

18,835. Arising out of that the point that I asked you was whether your attention had been called to the statistical abstracts of the Inland Revenue Report. You said, I think, that you had heard of them?—You showed me an abstract just now.

18,836. But it was stated that that was a modern growth of rents, whereas it is in fact the income tax figures under Schedule B. Do you appreciate the difference? That I take it would include a great deal more than agricultural rents?—Yes, no doubt, it would.

18,837. The question that I asked you was whether you were able to explain those figures in any way?—I am not able to explain it; except no doubt there would be an increase in the way I have stated, but I cannot conceive such an increase as 128 per cent. I anticipate that in that case, that 128 per cent. would include the profits of all the businesses in the island.

18,838 Very much more than agricultural business?—Yes, and I should think it would include the profits of the railways too.

The witness withdrew.

Adjourned for a short time.

Mr. John Thomas called and examined (through an Interpreter).

Lord *Kenyon.*

18,839. You have been examined by Professor Rhŷs, and this is the evidence you wish to give to the Commissioners?—Yes.

The following statement of the witness was read:—

"Evidence of John Thomas, Ty Wian, Llanfairynghornwy.

"I am a farmer, occupying the above farm, and having recently bought it. I have spent a large sum on the farm in improvements since the year 1857, and I produce a statement of the expenditure. The first work I did was clearing, fencing, and draining two plots of waste land, on which were growing gorse, so tall that scores of crows built their nests in them. The gorse was also a shelter to scores of foxes, polecats, and snakes. The repayment I had for this was an increase of 8*l.* in my rent, and 14*l.* in my rateable value. For some years after this, I went on with the work of draining, opening water-courses, cultivating marsh land, filling peat holes, making new hedges, planting thorns, making a water mill, building, &c. I worked so hard that according to the testimony of the late Dr. Jones, Caergeiliog, inflammation set in in the muscles of my left hand. I was for two years unable to work at all. In less than a year after this, Mr. Edwards, Pwllheli, was sent round to re-value the land, which resulted in my rent being raised by 18*l.*, so that it was much too high, viz., 106*l.* for 90 acres. Between everything I was treated very badly.

Lord *Kenyon*—continued.

"In March of this year the farm was sold by public auction. When I found that it was on sale I sent to Sir Richard a list of what I had spent on the place after the death of my father. I was asked to send in my offer of what I should be ready to give for the farm. I replied that I would give 2,000*l.*, and that I would not expect anything as compensation for the improvements from that amount. The reply I received was to the effect that I only offered about half what the farm was worth, and that I might as well stop at home unless I was prepared to give many hundreds more than that. I purchased the farm at the public auction for 2,820*l.* I was thus compelled to pay twice over for the improvements I had made, besides having had for many years to pay higher rent on my own improvements. See 21,794.

"Sir Richard had once promised a trip to his tenants, but instead of that he afterwards allowed them an abatement of 10 per cent. However, he only allowed me 5 per cent. as I had a lease. I should not have applied for a lease only that my rent was repeatedly advanced.

"We were lately in litigation with Lady Neave and Sir George Meyrick (but nominally the Board of Trade) with regard to the right of carting gravel and sand from the foreshore. We have had our rights in this subject, but have had to pay dearly for them." See 18,926, 18,932–41, 20,006, 27,956.

Statement of Expenditure incurred in Improvements by John Thomas on Ty Wian Farm from 1857 to 1892.

—	Date.	Description.	Work done.	Amount.
				£ s. d.
1	1857	Cae Brynllawenydd	Walling, draining, and planting thorns	40 10 0
2	1857	- - -	Garden wall - - -	30 10 0
3	1858	Rhosuchaf	Walling, draining, and planting thorns	53 10 0
4	1858	- - -	Occupation Road - - -	40 0 0
5	1859	Rhosisaf -	Walling, draining, and planting thorns	80 0 0
6	1860	Cae'r Sgubor	Ditto ditto	87 10 0
7	1862	Cae Cerrig Llwydion	Ditto ditto	68 10 0
8	1863	Ditto	Ditto ditto	81 10 0
9	1868	Waengors	Ditto ditto	81 10 0
10	1869–70	Gors - -	Ditto ditto	107 0 0
11	1870	Cae Canol	Ditto ditto	90 0 0
12	1872	Cae Rallt Bach	Ditto ditto	90 10 0
13	1874	Cae'r lloia	Ditto ditto	100 0 0
14	1876	- - -	Water mill - - -	150 0 0
15	1877	Cae'r pant	Walling, draining, and planting thorns	108 0 0
16	1882	Cae'r graig	Ditto ditto	92 10 0
17	1860–1889	- - -	House and outbuildings - -	600 0 0
18	1884	Cae'r geiriau	Walling, draining, and planting thorns	100 10 0
				£2,002 0 0

Sir *John Llewelyn.*

18,840. What was the date of the sale of the farm?—Last March.

18,841. What was the date at which you last made any permanent improvements upon the farm?—About the year 1890.

Sir *John Llewelyn*—continued.

18,842. The last figure given here is 1889. Is that correct?—I began at that time.

18,843. That is 600*l.* for the house and outbuildings?—Yes.

18,844. Did you give your landlord any

Sir *John Llewelyn*—continued.

notice, or ask for any permission to make that outlay?—No, I did not, but he knew it.

18,845. Do you know of the Agricultural Holdings Act?—Yes, I know there is such an Act, but I never got anything from it.

18,846. Do not you think it fair that the landlord should have some control of the expenditure?—Yes, I consider it fair.

18,847. Do I understand you made an application and that it was refused?—I did not make any special application.

18,848. Do you consider the sum you paid, 2,820*l.*, a high price for the farm?—I do not consider the price too high, taking the state of the farm as it is at present, but it is my labour that has made it so valuable.

18,849. In your evidence in chief you said you were compelled to pay twice over for the improvements?—Yes, I did.

18,850. How do you calculate the twice over?—My rent had been increased in consequence of the improvements I made, and I have to pay a high price afterwards.

18,851. You calculate your improvements at 2,000*l.*?—Yes, I do.

Professor *Rhŷs.*

18,852. I suppose you mean you paid for the work and materials. That would be the first payment?—Yes, and I worked there myself almost day and night.

18,853. And the second time you paid for them in buying the farm?—Yes, that is it exactly.

18,854. How much do you consider the farm would have sold at if your improvements had not been made?—From 1,500*l.* to 2,000*l.* would have been ample for it.

18,855. I do not understand that you have studied the Agricultural Holdings Act much. Is that so?—Very little.

18,856. Do your neighbours read that Act?—Very little.

18,857. Why do they not read it. Does it not interest them?—Some do and others do not take much interest in it.

18,858. In any case they do not feel as much interest in it as they would if it was somewhat different from what it is. They are not satisfied?—No, they are not.

Mr. *Grove.*

18,859. Do we understand that you spent 2,000*l.* in improvements during the time you were there?—Yes, that is so.

18,860. Without any assistance by way of compensation from the landlord?—Not one penny at any time.

Mr. *Griffiths.*

18,861. What was the rent of your farm when you took the lease?—It was 106*l.* when I got the lease.

18,862. After all, it was considered cheap or else you would not have taken the lease?—I consider it was too high, but I took the lease so that they might not advance the rent any more, and so that I might have peace to go on farming.

Mr. *Griffiths*—continued.

18,863. I find you are only allowed five per cent. while other tenants had ten per cent. Was that because your farm was considered cheap?—The reason they gave was that I had a lease of the farm.

18,864. But is it not generally considered if a man wants to get a lease upon his farm that that farm is considered to be reasonable or cheap?—That does happen sometimes, but in my opinion my farm was higher in proportion than any other farm on the estate. It was 24*s.* per acre at that time.

18,865. How much a perch did it cost you to build the wall which you speak of on your farm. You give the total amount; I should like to know how much a rood it cost you to build the walls?—They vary from 10*s.* or 15*s.* to 1*l.* per rood (of 8 yards).

18,866. What did it cost to put the thorn alongside the fence? About one shilling a rood.

18,867. And you say you never had a penny for it?—Not a penny.

Lord *Kenyon.*

18,868. These are questions put by Mr. Llewelyn Jones. "Do you know whether Mr. "Edwards, of Pwllheli, has made any valuations "in Anglesey except the valuation of your farm." Yes, I do.

18,869. "If so, did his valuations result in an increase or reduction of rent?"—Increase of rents in every case.

18,870. "Did you ever request your landlord to build a new house and buildings?"—No.

18,871. You did not?—No.

18,872. Then it was not owing to his failure to make any buildings that you did so?—Because I could not live without the buildings.

18,873. But you never asked him to put up the buildings?—He would not build for any one.

18,874. Did you yourself ever ask him?—No, I never asked him.

18,875. These are questions by Mr. Ellis Jones Griffith. "What is your opinion of the "way in which land generally is cultivated or "farmed in Anglesey?"—There are some very good farmers in Anglesey, and some very poor farmers, and during the last 10 years land has been very much more neglected than was the case during the preceding 10 years.

18,876. "Are there any, and what circum-"stances which militate against the proper "cultivation of land?"—For one thing, the land is too dear, and there is no security of tenure.

18,877. "What remedy do you suggest to meet the complaints which you have made in respect of your farm?"—I have no remedy in my own case, but I would suggest as a remedy for the country generally that a Land Court should be formed.

18,878. You have no remedy to suggest in respect of your own case, you say?—No.

Sir *John Llewelyn.*

18,879. Would it be a good thing if the Government advanced money as they do in Ireland, for others to become landed proprietors on their own farms, as you are?—If we could get the money at a reasonable rate of interest it would.

Lord *Kenyon.*

18,880. A question by Mr. Vincent, "Do you produce your lease?"—I have not brought it to-day. I have it at home. I could bring it to-morrow, if you like.

18,881. Please do so?—Very well.

18,882. "Was the lease given in consideration "of improvements made by you?"—I do not think I should have had it if I had not done so.

18,883. I take the answer to be "Yes." Then "Were you at the time satisfied with the lease "and its provisions as compensation for your "improvements?"—I thought nothing at all about the lease, but I took it so that I might have peace there for 21 years at least.

18,884. "Was the lease prepared by your own solicitor, Mr. Roberts?"—He was not my solicitor, but he prepared it.

18,885. "Was the lease as drawn by Mr. "Roberts agreed to on behalf of Sir Richard "Bulkeley without alteration?"—Yes, Mr. Laurie, as agent, accepted it as it was.

18,886. "What is the present selling value of "your farm? Could you make a profit of a few "hundreds if you wished to sell?"—I do not think I should at present, but if things improved I might be able to make a little out of it.

18,887. This is a question by Mr. Owen Wynne: "Do you mean to say that the gorse "was so high on your farm that the rooks "made their nests in it"?—Yes, I do. I was there scores of times when I was a boy, in my father's time, gathering scores of rooks' eggs.

18,888. In the gorse?—Yes, I have been in the gorse doing it many times.

Professor *Rhŷs.*

18,889. Which do you mean, rooks or crows?—Crows.

Professor *Rhŷs*—continued.

18,890. Then these are questions by Mr. Vincent: "You say your farm was rented too "highly. Have you not been able to afford a "good deal of litigation? Did you not, besides "the law-suit you have mentioned, fight your "neighbour John Owen at Beaumaris Assizes; "in the Divisional Court; and in the Court of "Appeal?"—Yes, he came against me. I entered him in the Llangefni County Court for damages.

18,891. Your first answer is, "I did not "prosecute him; he brought an action against "me"?—Yes, and then I entered him in the Llangefni Court for damages, and for removing stones from the highway after I had been there repairing it.

Lord *Kenyon.*

18,892. And in the Court of Appeal?—He took it to the Court of Appeal.

18,893. Another question by Mr. Vincent: "Why do you think the rateable value was "raised 6*l.* more than the rent was. Does not "that tend to show that the rent was not "raised entirely on improvements"?—The rateable value was not increased 6*l.* more than the rent. The rent was 106*l.*, and the rateable value 75*l.* I should like to say that I have had a prize for being the best farmer in Anglesey and Carnarvonshire.

Mr. *Richard Jones.*

18,894. For the best managed farm?—Yes, the best managed farm.

Professor *Rhŷs.*

18,895. The best cultivated, do you say? Tell us again what it was for, exactly?—I received a prize for the improvements I had made on the farm during my lifetime for draining and walling, and planting thorns and buildings, and keeping everything in repair, so that I need not be afraid of the farm being seen.

The witness withdrew.

Mr. RICHARD HUGHES called and examined.

Lord *Kenyon.*

18,896. Are you Mr. Richard Hughes, of Cefn Mawr, Gaerwen, Anglesey?—Yes.

18,897. Have you been appointed by the Anglesey County Council to give ovidence at Llangefni before the Commissioners?—Yes.

18,898. Will you kindly state what you have to say?—I consider that the poor rate as levied at present is very unfair. In the year 1885, that being the date of the latest statistics I have, the expenditure for the relief of the poor amounted to 8,491,600*l.*, these rates falling entirely upon tenant farmers, landed proprietors, and the owners and occupiers of houses. About 1847 free trade was established, and although I

Lord *Kenyon*—continued.

am myself an ardent free trader, I firmly believe that free trade more than any other cause has made the calling of the agriculturist a most unprofitable one, while upon the other hand it has been of inestimable value to the rest of the community. What therefore I would respectfully suggest is, that the poor rates should be levied on the whole community, and not on the owners and tenants only. It seems to me extremely unjust that merchants, manufacturers, &c. should be free from the payment of poor rates unless they belong to the class I have enumerated. My suggestion is that a national tax should be enforced for the relief of the poor

Lord *Kenyon*—continued.

on some such basis, say, as the income tax; this would only amount to 3*d.* and 4*d.* in the pound, while it would be a relief of fully 35 per cent. to the tenant farmers of the Kingdom. If a Government passes one law which nearly ruins one class while it benefits another, it is still more unjust that the class which has suffered should be compelled to pay the whole of a rate from which those who are prospering are free.

18,899. Have you anything more to say?—No, I only speak upon that point.

18,900. Have you worked out those figures at all, of 35 per cent.?—Yes, I did it in the best way I could.

Mr. *Richard Jones.*

18,901. Are you supposed to represent the opinion of the county council on this question, or is it your own private view?—It is my own private view, although I told many farmers, and I had the advantage of making it known in public meetings as well, that I looked at it in that way—that it would be fairly just if the poor rates were levied as national rates, instead of on one class of the community. I think all I have been conversing with, agree with me on the subject, only that they were afraid (I must say this) that the landed proprietors would take advantage of it by advancing our rents; but, of course, I do not share that opinion. I do not think there is a landed proprietor in Anglesey that would take advantage of it.

18,902. Will you admit he has the power of doing so?—Certainly.

18,903. If the nation was to pay the poor rate, do you think that the number of paupers would increase or decrease?—I cannot say that. It depends upon how things would be governed.

18,904. What is the tendency of things?—I do not know indeed what it would be. I think the paupers decrease more than anything now; that is my opinion.

18,905. Owing to the generally improved times?—Yes.

18,906. You are a man of experience?—Well, a little.

18,907. What is your experience on this question; when things are locally managed, is there greater economy practised, as a rule, than when managed, say, by the Government?—Well, they say so. They say that tenant farmers are the best managers; they are not so extravagant in salaries and those sort of things as the Government.

18,908. Do you not think that persons who are on the spot, and acquainted with every detail, are able to manage things of this kind better than Government officials?—Yes, but I do not think that it is fair that all the burthen of the taxes should fall upon two or three classes, and other parties who have the most income not be taxed at all.

18,909. Have you no other means of localising personal property except having the nation to pay the poor's rate?—I think that it should be a national rate. That has been my candid opinion for years. Now we are obliged to pay

Mr. *Richard Jones*—continued.

to educate the children, and everything. Why should the tenant farmer pay to educate poor children, and the merchants, shipowners, and all those that receive large profits be exempted altogether and not pay. They are supported by the children and men. They cannot manage their businesses without men and without children, and the burthen of educating and everything rests on the tenant farmers and owners and occupiers of houses.

18,910. Would you go so far as to say this, that the working classes pay nothing at all towards the national exchequer?—No, certainly they pay on their cottages, but suppose they pay 4*d.* in the pound, there is no cottage in England, say 3*l.* rent, paying only 1*s.* rate, but if this system be adopted, I do not think the poor cottager would have to pay more than 1*s.* 6*d.*, while now they pay 5*s.* to 6*s.*

Mr. *Grove.*

18,911. I suppose, although the money might be paid by the Government, still the responsibility of expending that money might be put upon the local people, might it not?—I think not. Why make it national? Have them on the very same basis as the income tax.

18,912. The assessment of the income tax is upon the income?—Yes.

18,913. But now some of our large manufacturers pay of course the local rates, but very often they make no profit, year after year it may be; they still pay the rates, whereas if it was to be put upon the income they would pay nothing at all?—They would only be placed in the same position as the tenant farmers are now.

18,914. You mean the machinery of the income tax might be used?—Oh, yes, the machinery.

18,915. That is simply the machinery for collecting the money?—Yes. I think every human being who has the means to pay ought to pay towards the poor, and not one class.

18,916. You would put upon the local people the responsibility of expending the money whilst the machinery of the Government is used for collecting it. For instance, could not the Board of Guardians send a precept to the Government for so much money and say, "We find our expen-"diture is so much for this quarter or this half "year"?—Our districts could manage the affair as well.

18,917. So that while you get money from Imperial sources the responsibility for expending the money might be applied locally?—Yes, quite so.

Professor *Rhŷs.*

18,918. If you expend the money locally and simply send a precept to the Government for so much money to expend in your parish, would it not be rather a temptation to say, "Now we "will have a good share, a good slice, of this "money, because such and such a parish has so "much"?—Well, we have auditors to audit those affairs, and we trust them.

Professor *Rhŷs*—continued.

18,919. Yes, but we know what auditors can do, and we know what can be done in spite of the auditors. Do you not think there might be a temptation to a larger portion of the population to rely upon that remedy?—Well, I do not know that, but what we want is what I have said.

Sir *John Llewelyn.*

18,920. You suggest personal property escapes local taxation?—Yes.

18,921. Can you suggest that any other property escapes which ought now, in your opinion, to be caught for local purposes?—Oh, yes, clerks in office should pay upon their salaries and so on, like they do in proportion with respect to the income tax.

Sir *John Llewelyn*—continued.

18,922. Is there any form of land or houses which now escapes local taxation which you suggest might be taxed?—No.

18,923. That is the work of the assessment committee. They see that justice is done so far as land and houses are concerned?—Yes.

18,924. I take it probably your real grievance is that personal property escapes local taxation?—Yes, quite so.

18,925. Can you suggest any other property?—No, I cannot.

The witness withdrew.

Mr. OWEN WILLIAMS called and examined (through an Interpreter).

Lord *Kenyon.*

18,926. Has this statement been read over to you, and do you say that it is correct?—Yes.

The following statement of the witness was read:—

"The evidence of Owen Williams, Caerdegog Uchaf, Llanfechell.

"I am a farmer, and shall offer evidence with regard to my own and other holdings in the neighbourhood of Llanfechell.

"Caerdegog has for ages belonged to the Bodfaen estate and belongs to the family of Glyn Llifon. It was formerly owned by Lord Newborough, and is now owned by his son the Honourable Frederick Wynne.

"My ancestors have occupied Caerdegog for over 200 years. I have in my possession receipts for rents 160 years ago, showing that the rent at that time was 4*l.* The place was very unproductive, with much marsh land, and pools of water in the winter. My ancestors opened watercourses and drained the land. I have also drained over 1,000 roods (8 yards) during the last 15 years, at an expense of at least 3*s.* per rood (8 yards), which amounted to 150*l.* for drainage alone, and I was never allowed anything towards it by my landlord. I have also done much walling in the fields, and have never had anything towards the expense. Nine years ago the house was in a very dilapidated condition, and was unfit for human habitation. I went to the agent to ask whether they would build a new house, as it was dangerous to live in the old house. He promised to speak to the landlord about the matter. The reply was that he would build a house, but that the rent would be advanced, so as to bring him interest for his money; or, that he would give slates and lime and timber without interest, if I would build a good house, and undertake all the other expense. Also he promised to see that my rent would not be advanced, and that if the place was sold, he would take the expense into consideration. I accepted those terms, simply relying upon his word, and I erected a new house. I spent close upon 300*l.* myself, beside receiving 96*l.* from my landlord. I also made several out-buildings, with the consent of my landlord, which buildings cost me over 100*l.*, so that I may say I have spent in all over 500*l.* on about 50 acres of land, and that during the last 14 years, trusting that I would receive justice at the hands of my landlord as he had promised. Two years after I had finished the improvements at such an expense, I received a letter from the sub-agent stating that the place was on sale, and that the price was 2,000*l.*, or 40*l.* an acre. He said, I should have the first offer at that price, and if I did not give it, that there was another person in the neighbourhood ready to do so. As I had spent so much labour and money on the place, I purchased it at that price rather than lose my holding. Its rent was 33*l.* before I bought it, but according to the price I was obliged to pay or lose it, the rent is now 80*l.* According to the value of land in this neighbourhood, my landlord took 500*l.* too much from me at the very least, which money it would have been but fair for me to have to bring up my children. This is but a common occurrence in Anglesey.

Lord *Kenyon*—continued.

"About two years ago an attempt was made to deprive the public of the foreshore at Cemlyn. The attempt was made by the agents of Sir George Meyrick and Lady Neave in the name of the Board of Trade. I had a bill for 2*l.* 2*s.* 0*d.* from the court for trespass for carting a load of sand from the place, which was a custom from time immemorial. It cost me a deal of time and money to prove our title.

See 18,839, 20,006, 27,956.

"Land agents in many instances are a source of trouble to people in Anglesey. Several instances in my neighbourhood have occurred which prove this. In one case a family was turned off a farm simply because the tenant (a widow) married a man whom the agent did not approve of, although he was an able and competent man with all farm work, and they had plenty of capital to carry on the work of the farm in the best manner.

"Another instance on the same estate occurred owing to the simplicity of the tenant. He had failed to get the rent ready in time, and in his

Lord *Kenyon*—continued.

fear he went to America, leaving his wife and six little children. Three of the tenant's relatives came forward to pay the rent—the three being respectable farmers. They offered to become sureties for the rent, but were refused, although the tenant had returned, and the family was sent off the farm.

"The tenant of another farm on the same estate died on the 8th March 1871, and the son came into possession. The rent previous to this was 47*l.* 10*s.* 0*d.*, but it was advanced to 60*l.* for the son, and he was obliged to pay the increase of 12*l.* 10*s.* 0*d.* for the year during which his father's tenancy continued.

"There is another small holding of 4¾ acres on another estate in this neighbourhood. When the present tenant entered it would not nearly keep a cow. His rent was 6*l.* He worked hard early and late to improve his holding, but two years ago the rent was advanced to 9*l.*, an increase of 3*l.* on the tenant's own improvements.

"Another tenant on another estate was similarly dealt with. She was an old maid, and in comfortable circumstances, and her nephew was there as a farm bailiff. The tenant died, and the nephew was positively refused the place, although he offered the same rent as it was let to the new tenant.

"I shall be prepared to name all the places mentioned if necessary.

"Labourers' cottages are very scarce in these districts, and those that do exist are very unfit to be dwelling-places, and are very far from the farm houses. The distance is about 1½ or 2 miles on an average. The men are obliged to walk that distance morning and night to and from their work.

"*Additional Evidence.*

"Cafnan Farm, which is about 160 acres in extent, is situated in the parish of Llanfechell, in the county of Anglesey. The nominal owner is Lady Reade, who was formerly Miss Emma Maria Elizabeth Conway-Griffith, of Garreglwyd, Llanfaethlu, Anglesey. As Miss Griffith, Lady Reade succeeded to the estate upon the death of her father, Mr. Richard Trygarn-Griffith.

"Mr. Trygarn-Griffith had granted to Mr. Owen Price and his heirs a lease, dated 1863, of Cafnan for 21 years, at an annual rent of 80*l.*, but owing to a legal defect in the execution of the deed, which was not discovered until Miss Griffith had come into possession, the rent was increased to 105*l.* per annum for the remainder of the term.

"The Prices and the Turners were tenants of Cafnan for a period of about 150 years, Mr. Turner's son being the fourth generation actually born at Cafnan. Rice Price, who originally took Cafnan, came there from Pary's Farm, near Amlwch. He was the father of Richard Pryce, who was the father of Owen Pryce, Mrs. Turner being the niece and legal representative of Owen Price. The late tenant, Mr. Owen Price, used to say that he had laid out quite 4,000*l.* in farm buildings, house, offices, planting, walling, fencing,

Lord *Kenyon*—continued.

draining, reclaiming, and other permanent improvements. Mr. Owen Price died in 1875, during the construction of Cestyll House, which is situated on Cafnan land, and now forms a separate holding, the same house having been completed after his decease by his widow and executrix, the late Mrs. Margaret Price, at a total cost of about 700*l.* The residue of the Cafnan lease passed by the will of Mrs. Price to her niece, Mrs. Ann Turner, the said lease expiring in 1884. Mr. and Mrs. Turner were definitely told by Lady Reade that they would not be disturbed at the expiration of the lease, and in fact they remained at Cafnan for 13 months after the lease had run out upon the same terms as before, and then a notice to quit was served. A remonstrance was made to Lady Reade, but to no purpose. The place was subsequently advertised in the 'Carnarvon and Denbigh Herald' and other local papers, and was let to the highest bidder. The place had previously been 'hawked' well over the county by Mr. Robert Lewis, Plas-y-mynydd, who also spoke to me as to my taking the farm. Since the present agent has been in power the same system of competition has been followed on the Garreglwyd estate, notably in the cases of Cefndu and Aberalaw. As a remarkable instance of the system of rack rent adopted on the Garreglwyd estate, the rent of Cafnan Farm, in 1863, was 80*l.*, subsequently increased to 105*l.*, the present rent being 220*l.*, being an advance of 275*l.* per cent. in 34 years, a phenomenal increase, from which latter rent an abatement of 5 per cent. has been made at the last two audits. Upon leaving Cafnan, Mr. and Mrs. Turner instituted a claim against Lady Reade for unexhausted improvements, which claim was adjudicated as falling under the Agricultural Holdings Act of 1883, by which it is incumbent to obtain the written consent of the landlord before performing any permanent improvement in order to be able to claim compensation. They were also debarred under the Act, as they had not given up possession at the expiration of the tenancy. However, Lady Reade's then agent had accepted two half-years' rent after the expiration of the lease, and the tenants had relied upon Lady Reade's assurances from time to time. On the technical points the award went against the tenants, and they lost all the benefits of their improvements. This case shows the danger of relying upon the verbal promise of landlord, and is an instance of letting farms to the highest bidder."

Sir *John Llewelyn.*

18,927. When did you lay out money in draining?—In the course of the last 15 years, before I bought the farm.

18,928. Was any of it during the last 10 years?—Yes, during the last year before I bought it.

18,929. Do you know the Agricultural Holdings Act?—Yes, I do.

18,930. Do you know if you had given notice to your landlord you would have recovered the expenditure?—Yes, I know that.

Sir *John Llewelyn*—continued.

18,931. Did you recover anything in respect of your drainage?—No, not a penny.

Mr. *Grove.*

18,932. You have spoken about the foreshore at Cemlyn. Who was it that took action? First of all you were doing what had been the custom of the country, you say, for a long time?—Yes, for centuries.

18,933. And what was it you did?—I went for a load of sand from the foreshore.

18,934. In the usual way?—Yes, as usual.

18,935. Then what process was taken against you, and by whom?—The agent of Sir George Meyrick and Lady Neave, in the name of the Board of Trade.

18,936. In the name of the Board of Trade?—They had got the consent of the Board of Trade to use their name, on the condition that they paid the whole of the costs.

18,937. Will you explain now what took place afterwards?—I received a claim through the county court for damages for trespass.

18,938. What did you do with it?—I resisted the claim. I defended the action in the county court, and the judge decided in my favour and allowed costs on the higher scale; but I had to pay a sum of money for costs which I could not recover from the plaintiffs.

18,939. Did that end the matter so far as you were concerned?—Yes, that ended it. They found they could do nothing further.

18,940. Do the inhabitants in that part still avail themselves of the custom of taking the sand away?—Yes, they do continually.

18,941. And no further claim has been made on any of them since your action was tried?—No, no one has done so and no one had even done so before that, except that one occasion.

Mr. *Richard Jones.*

18,942. When did Lady Reade succeed to the property?—On the death of her father, about the year 1864.

18,943. About what time was this legal defect in the lease discovered and the rent increased from 80*l.* to 105*l.*?—As soon as ever Lady Reade had come into possession of the farm.

18,944. Was that about the year 1864?—Yes, about that time. I cannot be certain.

18,945. If the lease was not followed why did the tenant submit to have his rent increased from 80*l.* to 105*l.*?—It has always been said in the neighbourhood that Mr. Price consented to the advance rather than have any trouble.

18,946. Had he started to make any improvements on the land?—Yes, he had spent more than the farm was worth at that time.

18,947. And of course if he had left it at that time he would have left the money which he had expended on these improvements behind him?—Yes, quite so; the money is still there.

18,948. I see that after the lease expired the farm was advertised in the local papers?—Yes.

Mr. *Richard Jones*—continued.

18,949. Is it a general habit to advertise farms in the local papers when they are to let?—No, fortunately it is not so.

18,950. I suppose they advertise in the papers after they have failed to get tenants locally. Is that so?—It was not so with regard to Cafnan.

18,951. Do you think that they advertise in the papers in order to get at the highest bidder?—Yes, according to all appearances at the time.

18,952. I see in your statement that you state that the place had been previously well hawked over the the county by Mr. Robert O. Lewis, of Plas y mynydd. Has any permanent reduction been made in the rent of Cafnan?—I am not aware; I cannot pledge my word.

18,953. Have there been any abatements made?—I think 5*l.* has been returned each of the last two rent audits.

18,954. Do you know the rateable value of Cafnan now?—No, I do not.

Mr. *Griffiths.*

18,955. I think you said that your family lived at Caerdegog Uchaf for some centuries?—Yes.

18,956. And the rent was than 4*l.*?—Yes.

18,957. I suppose they must have built the walls and other buildings?—Yes, that was done quite recently.

18,958. How was the rent advanced from 4*l.*?—That was before my time; I cannot say.

18,959. Do you not suppose that it is owing to the buildings and the walls which had been built?—There were no walls in my time

18,960. How much was the amount of money which you considered you had expended yourself?—I have spent 500*l.*, to say nothing of my own labour.

18,961. You received a sum of 96*l.*?—Yes I did receive 96*l.*, but I did not include that in the 500*l.*

18,962. You consider you lost 500*l.* yourself without?—Yes, I do.

18,963. Is it a common occurrence in the neighbourhood for people to lose money in their farms in that way by improvements?—It has happened frequently when the farm has come to be sold and the tenants come to buy the farm so as not to lose their money.

18,964. What is the general custom of the country when tenants leave?—Arbitrators are fixed upon and valuation takes place, and the outgoing tenant receives the money.

18,965. Have cottages always been scarce in your district?—There are only seven cottages to 2,500 acres, and only two cottages out of the seven are fit to live in.

18,966. Do you remember the time when there were more?—Yes, I do; a good many have fallen down here and there.

18,967. What do you consider the cause?—They were not repaired and kept in order. It was never the custom to repair the cottages and keep them in order, and the farmers let them tumble down.

Mr. *Griffiths*—continued.

18,968. Then I suppose the farmers did not want them?—They wanted the men to work.

18,969. Then why did not they repair the cottages?—I cannot say.

Lord *Kenyon.*

18,970. These are questions put in by Mr. Vincent. "Do you know anything of the "Cafnan case except by hearsay"?—No, I do not, except what the family have sent me now.

18,971. "Is it not the fact that the tenant of "Cafnan Farm absolutely refused to quit until "an action of ejectment had been brought against "him"?—Mr. Turner's contention is that Lady Reade had told him that he would not be disturbed, and that is the reason why he declined to leave.

18,972. The answer to that is "Yes," that he declined to quit until an action had been brought against him?—Yes, he declined to leave, for that reason.

18,973. "Was not his claim under the Agri-"cultural Holdings Act a failure because he had "not left at the expiration of his tenancy?"—Yes, it was a failure, but it was the greatest injustice that was ever perpetrated.

18,974. That was the reason of his failure?—Yes, that was so.

18,975. "Have you anything except the "advertisement to prove letting to the highest "bidder?"—No, I have nothing else. I consider that quite enough

18,976. "Had not Mr. Price built on the farm "a mansion quite unsuitable to a farm?"—It is a very good house.

18,977. I want an answer to the question?—It is a better house than was usually built at that time on similar farms.

18,978. That is the only answer you can give?—Yes.

18,979. "Had not Mr. Turner absolutely "refused to come to terms?"—I cannot say anything about that. All the facts I have received have been read out now.

18,980. These are further questions by Mr. Vincent: "Was not the lease of Cafnan granted shortly before Mr. Trygarn-Griffith died?"—Yes, that is so.

18,981. "Was not Mr. Price, the lessee, sub-agent?"—He did look a little after the estate at times.

18,982. "Did not Miss Griffith threaten to "have it set aside because the rent was inade-"quate?"—Yes, I believe so, and that is the reason for increasing it to 105*l.*

18,983. "Was not that the reason that Mr. "Price agreed to the rent being raised while the "lease was current?"—Yes.

18,984. "Did not Lady Reade give back "10 per cent. to all agricultural tenants last "winter?"—All I know about the matter is what has been already read out.

18,985. Then there is a question by Mr. Llewellyn Jones: "Do you know whether any

Lord *Kenyon*—continued.

"of the tenants on the Bodfaen estate have "been allowed any sums towards the cost of "buildings erected by them, without having "their rent raised?"—Yes, even the landlords have been paying for the cost of raising the stones.

18,986. You do know cases?—Yes.

Mr. *Richard Jones.*

18,987. I want to ask you one question. What was the name of the agent who disapproved the widow's marriage?—I would rather not mention the name, but if I am asked to do so, I will do so.

18,988. What was the name?—Mr. Prichard, of Llwydiarth Esgob, Llanerchymedd, the agent of Sir George Meyrick, Bodorgan.

18,989. Was Mr. Prichard on bad terms with this lucky bridegroom, or was there any other reason why he should have disapproved this wedding?—I do not think he knew him at all. The reason he objected was that he wanted the widow to marry another man.

Lord *Kenyon.*

18,990. Was the widow older than the young man?—Which of the two men?

18,991. Well, the one she married?—I believe she was younger.

18,992. Had she money?—There was 700*l.* in the bank at the time she was turned away, and the rent was ready in the house.

18,993. Was there any supposition that he married her for her money, or anything of that sort?—No, none whatever. He was a bailiff who worked on the farm.

18,994. I have another question, which is practically the same question put in another way, by Mr. Llewelyn Jones: "After the land-"lord of the Bodfaen estate made an allowance "towards repairs, did he increase the rent?"—No, he did not.

Mr. *Richard Jones.*

18,995. You speak about agents. I take it you are in a position to say something further. Do you know whether the tenants make it a habit of giving presents to the agents at Christmas?—Some have been doing so, but I cannot prove it. I did a little of that kind of thing myself, but it did me no good.

18,996. Did you feel it a burthen?—Yes, rather.

Lord *Kenyon.*

18,997. Another question put in by Mr. Vincent is, "How long had the widow been "married before she became a widow?". I suppose that means, how long was she married to her first husband?—Perhaps about eight years, but I cannot say exactly; eight or nine years.

18,998. What was her station in life before that?—She was a servant.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Lord *Kenyon.*

18,999. This is your evidence, translated to you by Professor Rhŷs, and it is correct?—Yes. I wish to say that I come here perfectly independent, and I cannot vouch for every detail, but I give the facts as they are within my own knowledge.

The following statement of the witness was read:—

"The evidence of John Jones, 'Refail, Llanfairynghornwy.

"I am a tenant farmer, occupying the above place, and a blacksmith.

"'Refail is a small farm which, up to the present year, belonged to the Baron Hill Estate. During the years of my childhood it was let for 7*l.* a year. After the tenant had spent scores of pounds in improving the land, and in building, the rent was raised to 9*l.* 10*s.*; it was subsequently raised to 11*l.*, and then to 14*l.* This year the tenant was obliged (like many others) in purchasing the place to pay for the improvements made by his parents.

"Tyn y lon, on the Baron Hill Estate, was in the occupation of the late Richard Roberts. Prior to the late tenant effecting improvements on the place the rent was 3*l.* a year. It was then raised to 5*l.*, and after a new house and other buildings had been erected the rent was again raised to 7*l.* This year it was sold, and the widow purchased it at an unreasonably high price.

"The following instances which have occurred in my neighbourhood may throw some light upon the present system of land tenure:—

"1. Mr. Jones, Penlloeger, spent about 500*l.* on his farm in building, fencing, and improving the land. The rent was advanced, and this year his farm was sold to the highest bidder. It was purchased by Miss Mary Owen, Plas Berw, who comes into possession next month. Last week the tenant received a letter of which the following is a copy:—

"'Bangor,

Dear Sir, October 2, 1893.

On behalf of Miss Mary Owen, Plas Berw, we propose to call there on Wednesday next, about 11 o'clock in the morning, to see you about the repairs to the buildings, and the condition of the farm generally; you had better have someone there to meet us so as to come to some understanding about them before you leave. Some practical joiner or farmer would be the best for you to get. We can also discuss the question of future tenancy.

Yours truly,

Owen and D. Griffith.'

"2. Mr. John Evans, Maes y Merddyn, spent about 400*l.* in buildings and improving his land. His rent also was raised, and the holding has now been sold and has been purchased by the son who has had to pay over again for the improvements made by his father.

"I might easily name some more.

Lord *Kenyon*—continued.

"There is another phase of the question of land tenure and cultivation which I beg to call attention to, viz., the unjust and injurious practice of consolidating farms. I know of several instances in my district.

"1. There were farms called Brynllwyd and Dafarn on Lord Boston's estate, each of which kept a labourer, a servant-girl, a couple of horses, &c., throughout the year, besides giving employment occasionally to a day-labourer, a smith, a joiner, &c. Now they have been consolidated.

"2. Castell and Hendy, on the Baron Hill Estate, were consolidated with other farms.

"3. A holding called Bodronyn, on Sir George Meyrick's estate, was added to other farms.

"4. Ty Fatw, on Lady Neave's estate, was joined to another large farm.

"5. A farm called Waenlych, on the Llanfawr Estate, was sold to the highest bidder, and was afterwards converted into a park for grazing purposes.

"The evil in connexion with this is that the farmers, after receiving addition to their farms, do not as a rule employ more men on the farm, or give more work to other people. Consolidating farms is a loss to a large number of people, and in the instances mentioned deprived about 54 persons of their means of livelihood, and if these instances deprived so many people, what must be the number throughout the whole of Wales?—I could name one who received an addition to his farm, who only keeps one servant man, one maid-servant, and one boy, whom he gets for his keeping, on a farm of nearly 200 acres."

19,000. What was given for this holding, 'Refail?—430*l.*

19,001. And for the other place, Tyn y lon?—240*l.*

Mr. *Griffiths.*

19,002. Your general complaint is that money has been spent upon the farms, and when you purchased them you had got to pay again?—That is so.

Mr. *Grove.*

19,003. Why were the farms that you have spoken of consolidated; was it because the buildings and cottages had fallen into disrepair, and the landlord did not care to go to the expense of repairing them?—I cannot say for certain. That may have been the reason.

19,004. I think you said that the agent was on last Wednesday to go over this farm that had just been bought by Miss Mary Owen. Do you know whether the agent has been over the farm, and with what result?—Yes, he has been.

19,005. With what result. Is the man to stop on?—He has ordered the tenant to do certain repairs again.

Sir *John Llewelyn.*

19,006. When the place named 'Refail and the other place you name on the Baron Hill Estate were sold, was any application made for the improvements by the last tenant?—John Jones, of Penlloeger, did so to my knowledge.

19,007. And you?—No, I did not.

Lord *Kenyon.*

19,008. Questions put in by Mr. Llewelyn Jones: "Is there a farm called Plastirion adja- "cent to your own?"—Yes, there is.

19,009. "What is the character of the land at "this farm?"—It is medium land; neither good nor bad.

Lord *Kenyon*—continued.

19,010. "Has Plastirion been as well culti- "vated as your farm?"—No, it has not.

19,011. "Do you know how often the rent of "Plastirion has been raised?"—It has been advanced once in my lifetime.

19,012. "What price did it fetch at the sale "of the Baron Hill Estate?"—125*l.*

19,013. "Compared with the price paid for "your farm, was Plastirion sold at a high or a low "price?"—It was sold at a low price comparing it to Tyn y lon, which is exactly the same size, and Plastirion was sold for half the price within 5*l.*

The witness withdrew.

Mr. GEORGE H. M. OWEN called and examined.

Lord *Kenyon.*

19,014. You live at Carnarvon?—I live at Carnarvon.

19,015. What do you propose to give evidence about?—I am the secretary of the North Wales Property Defence Association and I tender three files of the returns for the counties of Merioneth, Carnarvon, and Anglesey. Each of such returns is signed by the owner or by his accredited agent. No choice has been made of such returns, but all that have come to hand from my correspondents have been included. The said returns must not be taken to cover the whole of the owners of land in the counties referred to. The said returns show in separate columns (1) name, address, and county of owner; (2) acreage and rental; (3) temporary abatements since 1883; (4) permanent reductions since 1883; (5) observations as to rise and fall of rent extending for the most part over 50 years. I have kept these returns with regard to the three counties in separate bundles, and each form is signed, as I have stated, at the top by the owner or his agent.

19,016. Vouched for by the owner or his agent?—Yes, my Lord.

Mr. *Richard Jones.*

19,017. Has every member of the Association sent in his return?—Yes, I believe so.

19,018. Every one?—I will not say all. I have not checked it, but I believe they have, more or less.

19,019. I suppose we shall have another one for the other three counties after this, shall we?—Yes, I believe so. It is my intention to try to get them for the six counties of North Wales.

Lord *Kenyon.*

19,020. Your proposal is to give each county as it is completed?—That is what I intend.

Mr. *Grove.*

19,021. About what acreage do these returns cover, roughly?—I could not tell you, I have not worked it out.

19,023. After you have examined these in detail you will be able to tell us that?—I shall be quite ready to give any information I can. The following is a tabulated statement of the contents of the three bundles I have handed in.

ANGLESEY.

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to Rise and Fall of Rent, going for the most Part over a Period of 50 Years.
Major-General Hughes - Llynon Valley, Anglesey. Anglesey.	88 acres - - - 120*l.*	None - - - - 1892, last half, 10 p.c.	None - - -	Re-valuation has resulted in reduction.
Mrs. Augusta Scott - Ailesbury Villa, Sydney Parade, Dublin. Anglesey.	168 acres - - -	1886-7, 10 p.c.; 1887-8, 10 p.c.; 1888-9, 10 p.c.; 1889-90, 10 p.c.; 1890-91, 10 p.c.; 1891-92, 10 p.c.; 1893, 10 p.c.	1*l.* on one farm - -	Not owned 50 years.
William Lloyd, Esq. - Bryndyfrydog, Llanerchymedd. Anglesey.	270 acres - - - 280*l.* Tithes in some instances paid by me and included in the rents.	1888-90, 12 to 14 p.c. in manures. Mich., 1892, 5 to 12 p.c.	None (leaseholds) - -	Some slight increase in 50 years.
Sir R. H. Williams-Bulkeley, Bart. Baron Hill Beaumaris. Anglesey. Carnarvon.	24,777 acres - - - 14,630*l.* about.	1886, 12½ p.c.; 1887, 8¾ p.c.; 1888, 5 p.c.; Mich., 1892, 10 p.c.	Several farms -	Three re-valuations; rents raised.

10 *October* 1893.] Mr. G. H. M. Owen. [*Continued.*

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to Rise and Fall of Rent, going for the most Part over a Period of 50 Years.
John Owen, Esq. - - Caerau, Llanfairyng-hownwy, Valley, Anglesey. Anglesey.	101 acres - - - 176*l.*	1892, 5 p.c. - - - -	None - - -	None.
Lord Stanley of Alderley - Penrhos, Holyhead. Anglesey.	About 5,600 acres - - About 5,000*l.*	Disapproved on principle -	1880, 25*l.* - - - - 1892, 10*l.*	No re-valuation this century. No rent raised to a permanent tenant.
Warren Edward Evans, Esq. Henblas, Llangefni. Anglesey.	570 acres about - - - 390 acres let in small holdings to 28 tenants, all above two acres. 165 acres grazing land let to above tenants of small holdings; one exception; and about 15 to 20 acres woodland.	Some previously to 1892, and Mich., 1892, 10 p.c. in nearly all cases except to leaseholders; again in Lady Day, 1893 rents, 10 p.c.; I have but few leaseholders. Temporary abatements allowed on grazing land as well as on small farms held at will.	All except leaseholds. Pays all tithe rent-charge on land at will and in lease since November 1887. Permanent reductions allowed on grazing land as well as on small farms held at will.	Some rents raised and reduced again within 50 years. All tithes paid by owner, and not recovered from tenants.
Rev. Hugh Prichard - Dinam, Gaerwen, Anglesey. Anglesey.	A. R. P. Warren - 1,496 2 0 Farm - 75 2 0 Acreage - 1,572 0 0 £ s. d. Warren - 184 0 0 Farm - 57 0 0 Rent - 241 0 9	According to circumstances. Michaelmas, 1892, 5 p.c.	£ s. d. Warren - 20 0 0 Farm - 9 10 0 29 10 0	No rise of rent since I am in possession.
Sir George Meyrick, Bart. - Bodorgan, R.S.O. Anglesey.	16,560 acres - - - 13,750*l.*	1883-84, 5 p.c.; 1885, 10 p.c.; 1886-87, 15 p.c.; 1888, 10 p.c.; 1889, 5 p.c.; 1890-91, 10 p.c.; 1892, 20 p.c.	None - - -	Re-valuation in 1871 estate relet at 5 p.c. less than the re-valuation.
Thomas Prichard, Esq. - Llwydiarth Esgob, Llanerchymedd. Anglesey.	161 acres - - - 234*l.*, including two public-houses let with land, and accommodation land.	1886-92, 5 p.c.; 1892, 10 p.c. -	None.	——
Mrs. Vaughan. The Deanery, Llandaff. Anglesey.	670 acres - - - 618*l.*	"Presents" when necessary -	37*l.* - - - -	No re-valuation and no increase of rent in 50 years.
The Hon. Lady Neave - Llysdulas, Amlwch. Anglesey.	Acreage, 4,500 Rental, 4,000*l.* - -	1886, Lady-day, 15 p.c.; Michaelmas, 10 p.c.; 1887, Michaelmas, 15 p.c.; 1888, Lady-day, 10 p.c.; Michaelmas, 10 p.c.; 1889, Lady-day, 10 p.c.; Michaelmas, 10 p.c.; 1892, Michaelmas, 10 p.c.; 1893, Lady-day, 10 p.c.	——	——
Lady Vivian - - Plasgwyn, Pentraeth. Anglesey. Flint.	4,000 acres - - -	1886, 1887, 1888, 10 p.c.; September 29th, 1892, to March 25th, 1893, 10 p.c.	On [one farm 15*l.* per annum.	The rents show an increase of 154*l.* 7*s.* 10*d.* in the last 50 years, and a decrease of 30*l.* 6*s.*, nett increase 118*l.* 1*s.* 10*d.* caused by the falling in of two old leases in 1856 and 1859 by which there was an advance of 50*l.* and 62*l.* 5*s.* 10*d.*
Colonel T. L. Hampton Lewis. Henllys, Beaumaris. Anglesey.	About 3,000 acres - -	1887, 1888, 1889, about 10 p.c.; 1892, paid all tithes as abatement; rents due October 1892, received in February 1893; rents due April 1893, received August 1893; tithe added to rent, 10 p.c.; abatement on gross.	Old. New. £ £ Bodgylched - 225 160 Plasrhydbont 200 180 Bryn Bella - 120 105 Bryn - - 130 115 Bryn Bach - 60 50 Tyson (13 acres from Capt. Verney. Tenant spent 180*l.* on the buildings) - 17 12 825 622	No re-valuation in 50 years; no increase of rent on new farmhouses; increase on entirely new outbuildings.
Harry Clegg, Esq. - - Plas Llanfair, Llanfair, P.G. Anglesey.	838 acres - - - 891*l.*	Small amounts only prior to 1892. Since 10 p.c. on small farms and 15 p.c. on the large one.	Bought in 1888-90 - -	Bought recently.
Lord Boston - - - Hedsor, Maidenhead. Anglesey.	8,300 acres - - 7,500*l.*	1886, December 1887, June 1888, June 1890, December 1892: 10 p.c. each occasion.	1888, 64 farms, 218*l.* -	No general re-valuation, A rise, more than cancelled by reductions.
Rev. R. W. Richard - Stoke Vicarage, Chester. Anglesey. Carnarvon.	400 acres - - - 404*l.* 15*s.*	10 p.c. in 1889, 1892, and 1893 -	One farm reduced from 150*l.*, with tithe (at par), to 135*l.* In Carnarvonshire 25 p.c.	Rents generally raised from what they were 50 years ago.
J. Rice Roberts, Esq. - Tanygraig, Pentraeth. Anglesey.	1,100 acres - - -	Every half-year since September 1885; 1892, last half, 10 p.c.	None - - -	No general re-valuation, but rents raised in some instances.
The Marquis of Anglesey. Plas Newydd, Llanfair, P.G. Anglesey.	9,251 acres (including 422 in moiety with Lady Neave). 9,593*l.* 11*s.* 3*d.*	The whole tithe allowed tenants "at will" without repayment since 1886.	Several - - -	Re-valuation in 1863 raised rental 800*l.*, which is more than cancelled by payment of tithes and other allowances.

CARNARVONSHIRE.

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to Rise and Fall of Rent, going for the most Part over a Period of 50 Years.
Lord Penrhyn - Penrhyn Castle, Bangor. Carnarvon. Denbigh.	72,000 acres - - - 21,411*l.* exclusive of tithe.	1885-89, 10 p.c.; 1892, 10 and 20 p.c. in various parts for first half year; Michaelmas, 1892, 25 p.c., part of the estate, 30 p.c.; the rest; May 1893, 25 p. c.	750*l.* since 1883 - -	No re-valuation in 50 years. A few rents raised for improvements made by owner, but this increase invariably remitted now.
Colonel T. E. J. Lloyd - Plas Tregayan, Llangwyllog. Carnarvon. Anglesey.	1,700 acres - - - 1,100*l.* about.	10 p.c. from 1886 until Lady-day, 1893.	None - - -	Re-valuation in 1877, increase about 10 p.c. No individual increases.
J. W. Wyatt, Esq. - East Court, Wells, Somerset. Carnarvon.	490 acres - - - 100*l.* (including cottages).	In lime and manure to the value of 1*s.* or 1*s.* 6*d.* in the 1*l.* Giving 15 p.c. rebate on 12th November 1893.	None - - -	No rents raised in 50 years.
Rev. Philip Constable Ellis The Rectory, Llanfairfechan. Carnarvon.	110 acres - - - 152*l.*	1886-87, 12 p.c.; Michaelmas, 1892, 10 p.c.	None - - -	Re-valued in 1874. Rents raised from that date 5 p.c. No prior increase since 1855.
Llewelyn E. S. Parry, Esq. Stinsford House, Dorchester. Carnarvon.	4,000 acres - - - 337*l.* 1*s.* 3*d.*	When necessary. 1887, 8½ p.c. on Glanygors Farm; Michaelmas 1892, about 4 p.c. on all; Lady-day, 1893, 5 p.c. on all.	- - - -	No re-valuation or increase since 1876 with exception of one farm which was re-valued and sub-divided in 1887. No data before 1876.
Colonel R. Lloyd Williams Bodgwilyn, Denbigh. Carnarvon.	1,008 acres - - - 360*l.*	When others did, 10 to 5 p.c. and allowances for manure. Michaelmas, 1892, 10 p.c. and allowance for manure.	None - - -	No re-valuation, but some increase on improvements.
Rev. Daniel Vaudrey - Plasgwynant, Beddgelert. Carnarvon.	1,500 acres - - -	Often 10 to 32½ p.c. Lady-day, 1892, 30 p.c.; Michaelmas, 1892, 20 p.c.	All 10 p.c., one 25 p.c. -	No rents raised in 50 years.
Archdeacon Lloyd - - Edgmond, Newport, Salop. Carnarvon.	754 acres - - - 277*l.* 15*s.*	From 1883 to 1890 I returned 10 p.c. on the rents.	Since 1890 I have made a permanent reduction by undertaking the payment of tithe rent-charge without claim on the tenant.	For more than 50 years the rent unchanged by rise or fall. I can find no change since 1829, to which year my accounts go back.
S. Platt, Esq. - - Brynyneuadd, Llanfairfechan. Carnarvon.	670 acres - - -	1888, about 10 p.c. - - - 1889 „ „ 1892 „ „ 1893 „ „	Nearly all rents permanently reduced.	Know of no rent increased within 50 years.
Charles Frost, Esq. - - Minydon, Old Colwyn. Carnarvon.	340 acres - - - 300*l.*	1886-92, 10 p.c.; Michaelmas, 1892, 10 p.c.	None - - -	No re-valuation; no increase of rent in 50 years.
Rev. G. E. Ashley - - Stretton Rectory, Hereford. Carnarvon. Denbigh.	1,407 acres - - - 746*l.*	10 p.c. usually, up to 1889. Rents of seven farms, Cerrigydruidion, due September 29th, 1892, not received until March 25th, 1893, and 10 p.c. in addition to the permanent reduction in column 4 was allowed in some cases. Rents of 6 farms, Cerrigydruidion, March 25th, 1893, allowed 10 p.c. on all in addition to permanent reduction.	1889, rent reduced from 488*l.* plus tithe to 457*l.* minus tithe which was 30*l.*	Re-valuation 1889 showed some reductions which were given, and some increases which were not taken.
G. W. Duff-Assheton Smith, Esq., Vaynol, near Bangor. Carnarvon. Anglesey.	Area, 35,936 acres. Rental, 25,148*l.* 9*s.* 4*d.* (including cottages and houses in towns, about 5,000*l.*). 1,802 tenants, including leaseholders and cottagers.	May 1886-89, 10 p.c.; 1892, 10 p.c. on rent *and* tithe rentcharge. November 1892, rents postponed till March 1893, and 25 p.c. allowed. May 1893, rents postponed to August and 25 p.c. allowed. Whole sum 1886-93 amounted to 20,589*l.*	Eight farms permanently reduced.	A valuation was made 23 years ago; result, 10 p.c. increase now more than cancelled by abatements. No other valuation within 70 years at least.
Colonel Henry Platt - Gorddinog, Llanfairfechan. Carnarvon. Anglesey.	439 acres - - - 709*l.*	20 p.c. one farm, 1892; 10 p.c. others, 1892; last half 10 p.c.	20*l.* on one farm - -	Has never raised a rent (a recent purchaser).
Lady Augusta Mostyn - Gloddaeth, Llandudno. Carnarvon.	220 acres - - -	Michaelmas, 1892, 10 p.c.; Lady-day, 1893, 10 p.c.	——	——
Major Owen Lloyd Jones Evans. Broom Hall, Chwilog, R.S.O. Carnarvon.	522½ acres - - - Average rent under 1*l.* per acre.	1886-88, 5 p.c.; 1892, 10 p.c.; 1892, last half, 20 p.c.; 1893, Lady-day, 20 p.c.	None - - -	No re-valuation or increase of rent since they were purchased in 1873 and 1886.
Colonel C. A. Wynne Finch Voelas, Bettwsycoed. Carnarvon. Denbigh.	14,600 acres - - - 8,600*l.*	1886 to 1889 (half-year only), 10 p.c.; 1892, 15 p.c.; 1893, 20 p.c. (first half of year only), besides individual cases.	Several, notably in cases of farms and cottages purchased. Reductions on 5 farms in 1892.	A re-valuation with slight increase in 1871.
Owen Evans, Esq. - - Broom Hall, Chwilog, R.S.O. Carnarvon.	5,073 acres - - -	1886-88, 5 to 10 p.c.; Lady-day, 1892, 10 p.c.; Michaelmas, 1892, 20 p.c.; Lady-day, 1893, 20 p.c.	None - - -	No re-valuation, and very few rents raised in 50 years.

10 *October* 1893.] Mr. G. H. M. Owen. [*Continued.*

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to Rise and fall of Rent, going for the most Part over a Period of 50 Years.
G. H. Owen, Esq. - Ymwlch, Criccieth. Carnarvon. Merioneth.	- - - - -	10 p.c. most years; 1892 (last half), 10 p.c.; 1893 (first half), 15 p.c.	None - - -	Increase 30 years back.
Hugh John Ellis Nanney, Esq. Gwynfryn, Criccieth. Carnarvon. Merioneth. Montgomery.	6,447 acres, exclusive of accommodation lands and house property.	1886, 10 p.c. on rents; 1887, the tithe paid for tenants; 1888, 10 p.c. on the rents and 17½ p.c. on the tithes; 1889, 10 p.c. on the rent, which now included 80 p.c. of the tithe commutation; 1892–93, 12½ p.c. on the rent plus 80 p.c. of the tithe commutation.	One farm which had been raised in 1876 from 40*l.* to 45*l.* now reduced to 39*l.* 16*s.* 6*d.*	I can only speak of my own knowledge of this estate for 20 to 21 years, and the increased rents amount to about 6 p.c. from a re-valuation in 1876, when some farms were reduced and others raised. Some rents are still the same as they were as far back as memory goes.
Rev. J. C. Williams-Ellis Glasfryn, Chwilog, R.S.O. Carnarvon. Merioneth.	2,200 acres - - 1,777*l.*	1886–88, 10 p.c.; 1892, 5 and 10 p.c.; 1893, 15 p.c., in one case more.	17*l.* in 1893 - - -	No re-valuation or rent raised in 50 years (it is believed), but in farms bought in 1866, and on another bought not long after, sub-divisions and valuations were made and two new farmhouses erected.
Mrs. Lloyd - - Trallwyn, Chwilog, R.S.O. Carnarvon. Merioneth.	1,316 acres - - -	Many times from 5 to 10 p.c. -	2 farms - - -	Re-valued; increase.
Lord Harlech - - Glyn, Talsarnau, and Brogyntyn, Oswestry. Carnarvon. Merioneth. Montgomery. Denbigh.	Merioneth and Carnarvon, about 15,600 acres. Rental, about 6,040*l.*	Carnarvon and Merioneth:— Lady-day, 1886, 15 p.c.; Michaelmas, 1886, 10 p.c.; Lady-day and Michaelmas, 1887, 10 p.c.; Lady-day and Michaelmas, 1888 and 1889, 10 p.c. Part of Montgomeryshire as above, with 10 p.c. in 1890; 1892, 15 p.c.	Denbigh, 111*l.* - -	In 50 years Carnarvon and Merioneth rents raised about 10 p.c.; others believed to be unaltered.
John Jones, Esq. - - Ynysfor, Penrhyndeudraeth. Carnarvon. Merioneth. Denbigh.	- - - - -	1886–87–92, 10 p.c.; 1892, last half, 20 p.c.; 1893, 20 p.c. in Merioneth and 10 p.c. in Carnarvon and Denbigh.	Denbighshire, 15 p.c. -	No re-valuation in 50 years no rent raised within 30.
Brynkir and Trefan estates Carnarvon. Merioneth.	14,000 acres, 7,000*l.*–8,000*l.*	Several years, 5, 10, and 15 p.c. -	Several farms, 10 to 20 p.c.	No increase in 50 years, except for accommodation land.

MERIONETH.

The Hon. C. H. Wynn Rug, Corwen. Merionethshire.	10,000 acres - - - 8,000*l.*	5 p.c. for four years; 10 p.c. for one year.	In some cases - -	Rents raised in 1874 about 10 p.c.
R. J. Lloyd Price, Esq. - Rhiwlas, Bala. Merioneth. Denbigh.	17,958 acres - - - 8,972*l.*	1886–87, 10 p.c. where rents paid in full.	1888, general. Varying from 10 to 33 p.c. Since last return, 3*l.*	A few rents raised of accommodation land let by auction.
W. R. M. Wynne, Esq. - Peniarth, Towyn. Merioneth.	9,350 acres, about - - 4,430*l.* (agricultural).	March, 1885, 5 p.c.; Lady day, 1886, 12½ p.c.; Michaelmas, 1886, 10 p.c.; 1887, 10 p.c.; Lady-day, 1888, 12½ p.c.; Michaelmas, 1888, 10 p.c.; Lady-day, 1889, 10 p.c.; Michaelmas, 1889, 5 p.c.; Lady-day, 1892, 5 p.c.; Michaelmas, 1892, 15 p.c.; Lady-day, 1893, 15 p.c. Many other allowances to individuals on special occasions, and for lime, &c., &c.	200*l.* per annum since 1880, or thereabouts.	No general re-valuation has been made since 1842, and that was not acted upon. Some rents are lower, and some the same as in 1830. Some have been raised for large drainage works, but nothing at all on capital outlay, and insufficient to pay for maintenance even. Full particulars can be given as to each farm.
Charles Jones, Esq. - Derwyn Alyn, Rossett, Denbighshire. Merioneth.	117 acres - - - 137*l.* (including rent of house, garden, and appurtenances, 35*l.*, and a cottage let for 1*l.*).	- - - - -	Land let with house when bought; now reduced.	No re-valuation or increase since 1875, when the property was purchased.
Messrs. Wayne - - Aberartro, Llanbedr, Merionethshire. Merioneth.	800 acres - - - 300*l.*	10 p.c. sometimes; Michaelmas 1892, 10 p.c.	Rent of majority of farms reduced by amount of tithe.	Re-valuation in 1865, after railway came. Some rents increased a few reduced.
Mrs. Pfoulkes and Miss Lloyd. Hengwrt, Dolgelley. Merionethshire.	About 4,500 acres - -	5*l.* on one farm; 1*l.* on another -	5*l.* on one farm - -	The old tenants have been kept on at the same rents. On re-letting, some have been slightly raised where the value has risen from the nearness to new railways, &c., also where the land from vicinity to Dolgelley has let as accommodation land.

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to Rise and Fall of Rent, going for the most Part over a Period of 50 Years.
Rev. J. Titley Williams - Penloyn, Llanrwst. Merioneth. Denbigh. Carnarvon.	1,786 acres - - - 875*l.*	10 p.c. as a rule; Michaelmas, 1892, 15 p.c. in Merionethshire and 10 p.c. in Denbigh.	Lately 5*l.* - - -	No re-valuation or increase in rent for 50 years known. A farm let for 90*l.* and tithes in 1788 is now let for 85*l.* tithe free.
John Leigh Taylor, Esq. - Penmaen Cliffe, Dolgelley. Merioneth.	400 acres - - - 160*l.* (In 1885 the rent was 200*l.*, in 1890 „ 170*l.*, and 1893 „ 160*l.*)	10 p.c. last audit; Michaelmas, 1892, 10 p.c.	20 p.c. all round - -	No re-valuation and no increase of rent in 50 years.
E. Gilliat Jones, Esq. - Vrondderw, Bala. Merioneth.	265 acres - - - 120*l.*, inclusive of tithe.	One farm let at 70*l.*, including tithe, from Lady-day 1893. Reduction, 1st year, 45*l.* 2nd, 3rd, and 4th years, 20*l.* The last tenant became bankrupt and was sold up, *not* by landlord. Landlord recovered one year's rent. The last tenant left farm in such bad condition that there was great difficulty in re-letting.	One farm 10*l.* rent as in father's lifetime. Allowed 6*l.* 7*s.* 6*d.* in addition for year ending 25th March 1893.	Rents have been increased by re-valuation within 50 years, but are now lower than ever they were to my knowledge.
Mrs. Thruston - - 8, Whitburn Street, Bridgnorth. Merioneth.	4,500 acres - - - 1,100*l.*	1886–89, 10 p.c.; Lady-day, 1890, 5 p.c.; Michaelmas, 1892, 15 p.c.; Lady-day, 1893, 15 p.c.	On three-fourths of farms, and in addition three farms, 15 to 20 p.c.	Re-valuation 1860 justified increase, which was not made. A few rents raised and reduced again.
Captain John Harmage King Griffith. Braich y Celyn, Aberdovey. Merioneth.	650 acres - - - 198*l.* agricultural.	1888-91, 10 p.c. - - -	None - - -	No record of a rent raised.
The late Morgan Lloyd, Esq., Q.C. The Grange, Brook Green, London, W. Merioneth.	1,250 acres - - - 305*l.*	10 p.c. several years; 20 p.c. for 1892.	One farm 7 p.c.	— —
W. E. Oakeley, Esq. - Plas Tanybwlch, Merioneth. Merioneth.	10,000 acres - - - 2,500*l.*	5 and 10 p.c. often; Michaelmas, 1892, 20 p.c. including tithe.	The tithe permanently, and in many cases besides, and contemplated.	Re-valued 28 years ago, and an increase followed, but old rents are as in 1830.
Mrs. Edwards - - Dolserau, Dolgelly. Merioneth. Denbigh.	1,200 acres - - - 350*l.*	10 p.c. towards repairing farms	None - - -	One re-valuation in 50 years; result, a reduction.
W. T. Poole, Esq. - - - Gwynfa, Carnarvon. Merioneth.	2,000 acres - - - 1,000*l.* about.	1885–87, 10 to 15 p.c.; 1888, 5 p.c.; November 1892, 20 p.c.	None - - -	Very slight increase of old rents in last 30 years. Re-valuation of 1874 showing room for increase, but was only adopted in a few instances.
Charles A. Jones, Esq. - Bronhendre, Carnarvon. Merioneth.	408 acres - - - 130*l.* rental.	January 1892, 10 p.c.; June 1892, 20 p.c.; June 1893, 20 p.c.	None - - -	No re-valuation or rent raised in 50 years.
Colonel E. Evans Lloyd - Moelygarnedd, Bala. Merioneth.	275 acres - - - 125*l.* (excluding accommodation land).	Occasionally. Last half, 1892, 20 p.c.	20*l.* on one farm - -	Rents almost invariably reduced on expiry of tenancy.
Mrs. Scott - - - Peniarth Uchaf, Towyn. Merioneth.	7,000 acres - - - 1,180*l.*	15 to 5 p.c. for five years; July 1892, 10 p.c.; January 1893, 15 p.c.; July 1893, 15 p.c.	Some - - -	Re-valuation produced reduction. No increase in 50 years.
Richard Henry Wood, Esq. Pantglas, Trawsfynydd. Merioneth. Carnarvon.	8–9,000 acres - - About 1,200*l.*	September 1886 to March 1888, 25 p.c.; Michaelmas 1892, 20 p.c.	Only upon purchased farms.	No re-valuation in 50 years. Rents less than 50 years ago.
Charles Williams, Esq., M.D. Hengwm, Dyffryn, Merioneth. Merioneth.	450 acres. - - - 335*l.*	Some, according to circumstances, for years; 1892, 5 p.c.	One farm 35*l.* - -	One farm re-valued in 1878 and rent raised.
William Ansell, Esq. - Corsygedol, Dyffryn. Merioneth.	12,000 acres - - - 3,000*l.*	1885–88, 10 p.c.; Lady-day, 1892, 5 p.c.; Michaelmas, 1892, 10 p.c.; Lady-day, 1893, 15 p.c.	102*l.* - - - -	A few rents raised.
Sir Henry B. Robertson - Palè, Corwen. Merioneth. Denbigh.	About 5,700 acres - - 3,500*l.*	29th September 1885 to 25th March 1889 - } 10 p.c. 29th September 1891 to 25th March 1892 - } 10 p.c. 29th September 1892 to 25th March 1893 - } 15 p.c. The above dates are inclusive in each case.	Permanent reductions for years ending:— £ *s.* *d.* 31st March 1884 19 10 0 „ 1885 28 9 0 „ 1886 25 0 0 „ 1887 66 14 0 „ 1888 — „ 1889 5 10 0 „ 1890 14 0 0 „ 1891 — „ 1892 2 10 0 „ 1893 35 17 0 £197 10 0	No re-valuation or increase in 50 years.

1. Name and Address of Owner. County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reduction since 1883.	5. Observations as to Rise and Fall of Rent, going for the most Part over a Period of 50 Years.
Dr. William Williams - 58, Rodney Street, Liverpool. Merioneth.	1,400 to 1,500 acres - - 594*l.*	10 p.c. often - - -	Considerable - -	Some rents raised in 50 years. Re-valuation made on April 29th, 1893, of 1,081a. 1r. 27p. resulting in raising the yearly value from 225*l.* to 311*l.* N.B.—Hitherto abatements have been allowed on the present rents *which are still the old ones.* Address of valuer: Walter B. C. Jones, Criccieth, Land Agent.
Mrs. Royle - - - Bala. Merioneth.	1,835 acres - - - 1,084*l.*	1883, 14*l.*; 1884, 51*l.*; 1885, 77*l.* 10*s.*; 1886, 88*l.* 10*s.*; 1887, 78*l.* 15*s.*; 1888, 47*l.*; 1892, Michaelmas, and 1893, Lady-day, 10 p.c.	33*l.* on four tenements -	Re-valuation 1873; effect unknown. Rents unaltered since, except as stated in column 4.
John Vaughan, Esq. - Nannau, Dolgelley. Merioneth.	16,390 acres, viz., 9,165 arable and pasture; the remainder sheep walk. 3,666*l.*	10 p.c. several times; 1892, last half, 15 p.c.; 1893, first half, 15 p.c.	None - - -	Re-valuation brought up rental nearly 10 p.c.

Professor *Rhŷs.*

19,023. I suppose you have no means of getting answers to certain questions that you would like to have, even for your own information, have you?—In what way?

19,024. As to the exact rent and so on?—No; sometimes landlords are not able to give even the exact acreage, and some do not give the answer as to rentals sometimes.

19,025. And even when you have it I suppose it is not for publication always?—Everything that I have had—every answer given to me about rental and acreage—is contained in those forms.

19,026. It is all here?—Yes. I asked their leave; that is why I asked them to sign the form.

19,027. And they are for publication?—Oh, yes, certainly. All that is sent in for publication.

Lord *Kenyon.*

19,028. I have some questions sent up by Mr. Ellis Jones Griffiths: "You have referred to your "'correspondents'; to how many did you "write?"—In the county of Anglesey?

Lord *Kenyon*—continued.

19,029. "In each of the three counties?"—I could not say exactly—between fifty and a hundred in each county.

19,030. "How many replies did you receive?"—They are all there.

19,031. "What acreage does the reply cover in "each of the three counties?"—As I said, I have not worked that out. I can give the number.

19,032. It would be quite possible to get at the acreage, would it?—Yes.

19,033. It is merely the addition of your column acreage and rental?—Yes.

19,034. It will be a very valuable thing if you will do so?—I will add up the columns.

Professor *Rhŷs.*

19,035. And give the totals for each county?—I will try.

Lord *Kenyon.*

19,036. Mr. Llewellyn Jones sends up this question: "Can you give any returns as to "increase in rents on the various estates during "the period from 1870 to 1883?"—No. My returns only started in 1883.

The witness withdrew.

Mr. W. H. Richards called and examined.

Lord *Kenyon.*

19,037. Will you give your evidence in Welsh or English?—In English.

19,038. You are Mr. W. H. Richards, of Ynysfawr, Llanerchymedd?—Yes.

19,039. You have no complaint to make as to your tenancy, you say?—None whatever.

19,040. But you wish to make some statements about trespass; is that so?—Exactly.

19,041. Will you read your statement?—I make no complaint as to tenancy. I wish to lay the following complaint before the Commissioners as to trespassers, particularly by mushroom gatherers. The business of a farmer is

Lord *Kenyon*—continued.

variable, and depends much on the weather. Whatever, he ought to be protected from depredators. He has besides crows and sparrows to annoy him, trespassers (bold and impudent) not only after game but to collect plovers' eggs in spring, and later on mushroom gatherers (stealers), which have continued this year for a period of over three months, and caused, in my case, no end of mischief, besides a direct loss of more than 20*l.* There are also gatherers of blackberries. Continual damage is done this way to my fences, which cause sheep and cattle to stray and trespass; it also causes much loss

Lord *Kenyon*—continued.

of time and extra labour, besides annoyance and ill-feeling to neighbours. I look upon the loss in these depressed times as very serious.

19,042. Have you ever manured for mushrooms?—Not specially; but mushrooms will not grow unless you do prepare the land.

19,043. I believe if you manure and continue improving it, especially for mushrooms, you can protect yourself?—If I improve the land mushrooms will come, not without.

19,044. Is the game on your land your own?—No.

19,045. Is that reserved by the landlord?—Yes. The hares and rabbits are mine. I am at liberty to kill them.

19,046. You complain of depredators, as you call them, coming after them?—Poachers, I mean.

19,047. You complain of trespassers generally?—Yes.

Mr. *Grove.*

19,048. Your complaint then is mainly as to trespass?—Exactly.

19,049. Are you a freeholder or a tenant farmer?—Both.

19,050. We want to get hold of one or two agreements for the holding of land with which the tenant farmers are satisfied and at which they have no grumbling, we want to get before us an agreement as to which they say, "Now "that is a fair agreement between the landlord "and the tenant." Do you hold your farm under agreement?—I do.

19,051. Could you put a copy of that agreement in and let us see what it is that you are perfectly satisfied with?—Well, I can do so.

Mr. *Grove*—continued.

19,052. I venture to think that the Commissioners would like to see an agreement as to which a tenant farmer comes and says, "There "is an agreement that I am satisfied with"?—Very well.

Mr. *Griffiths.*

19,053. You say they do a little poaching as they go along gathering mushrooms?—No, not in gathering mushrooms. Besides poachers, I say there are trespassers gathering mushrooms.

19,054. I thought you said they did a little poaching under the pretence of gathering mushrooms?—Oh, no.

Lord *Kenyon.*

19,055. Question by Mr. Laurie: "What "remedy do you propose for the trespasses "complained of?" Have you thought of any remedy—a more stringent law of trespass—or what?—I think law should be made more strict as to prosecution.

19,056. Then questions by Mr. Ellis Jones Griffith: "Is the trespass inflicted by mushroom "gatherers your principal grievance?"—Yes.

19,057. "How do you calculate your loss at 20*l.*?"—I consider that over 40*l.* worth of mushrooms have been gathered on my ground this season. The damage they do in breaking over to the fencing is something I cannot tell you. They cause sheep to stray and to trespass somewhere else, giving me endless trouble in going after them and repairing the fences.

19,058. "Have you any suggestions as to "amending the law between landlord and "tenant?"—None whatever.

The witness withdrew.

Mr. HUGH PRICHARD called and examined through an interpreter.

Sir *John Llewelyn.*

19,059. Is this your statement translated by Professor Rhŷs, and is it correct?—Yes.

The following statement was read:—

"I occupy a farm of 20 acres, called "Minffordd, in the parish of Llangaffo. I came "to the place with my parents sixty years ago. "The then owner was the late Colonel Williams, "Craig y Don. There were no outbuildings on "the place except a small old cow-house for "one cow and a pigsty, both being rush "thatched. The house was also old and in poor "condition. The owner would not make any "buildings but he promised that my father and "his family after him should have the place at "a rent of 10*l.* a year on condition that my "father should build all that were necessary. "However, in a few years after my father's "death, my rent was advanced by 8*l.* making "it 18*l.* a year. A few years later a new agent "came upon the estate. I went to him in the "year 1876 and told him that the old house was

Sir *John Llewelyn*—continued.

"almost falling. He replied that they intended "granting leases for 14 years to the tenants, "and that I should have a lease and my rent "raised by 2*l.* to make it 20*l.* He told me to "build a good house and that he would allow "me 20*l.*. I built a house worth 120*l.* and was "allowed 10*l.* the first year and 10*l.* the follow-"ing year. Ten years later, viz., in 1886, the "estate was sold. I tried several times to get "the agent to sell me my holding by private "treaty but he would not. Lastly I went to "them on the morning of the sale and offered "700*l.* privately but they declined my offer, "and said it would reach hundreds more than "that. However I purchased it for 700*l.* in "the public auction."

Mr. *Griffiths.*

19,060–1. Then you complain that you spent 120*l.* and you only received 20*l.* from your landlord?—Yes.

Mr. *Grove.*

19,062. Then when you bought the property for 700*l.* how much do you consider you paid extra because of the improvements that you yourself had put there?—I cannot say precisely, but I know that scores of pounds of my money have been spent there to bring it up to that value.

Mr. *Grove*—continued.

19,063. When you were promised the lease by the landlord did you ever ask for a letter to confirm it so that you might have something in writing?—No, I did not.

The witness withdrew.

Mr. OWEN GRIFFITH called and examined.

Lord *Kenyon.*

19,064. You are a farmer of Bonc Fadog, Tregaian?—Yes.

19,065. And you hold about 70 acres without sheep runs; is that so?—Yes.

19,066. Who is your landlord?—I am an occupier' under two landowners, Mrs. Jones Parry, Aberdunant, and Major Lloyd, Plas Tregaian. I may add that I am the sub-agent to both estates, too.

19,067. What do you wish to give evidence about?—I wish to give evidence concerning those questions that I have prepared answers for.

19,068. Particularly about your own farms?—Yes.

19,069. You say your farm has been held by members of your family for generations?—For generations.

19,070. You also wish to speak for the district?—I do.

19,071. Are there any recent enclosures in your district?—No.

19,072. Do you think there is any unenclosed land that could be cultivated with profit?—I do not think there is any.

19,073. Are there any sheep walks in the district?—No.

19,074. What do you think about the management of estates; how are they best managed; which estates are best managed?—Well, I should say the middle-sized estates that lie compactly.

Mr. *Richard Jones.*

19,075. Do you mean estates or farms?—I mean estates now.

Lord *Kenyon.*

19,076. You do not agree with what we have heard sometimes, that the bigger estates are the best?—No, I do not quite agree with that. I should say the middle-sized estates, the compactly-lying estates.

19,077. You say that politics, religion, and language make no difference between you and your landlord?—Not in the least.

19,078. What is the usual time of entry?—November.

19,079. Are agreements or leases most common?—Agreements are most common.

19,080. Have you got your own agreement?—No, I have not got it with me.

19,081. Do you know of any applications for leases being refused?—I do not know of any applications being refused.

Lord *Kenyon*—continued

19,082. Do you know of any applications being made?—Yes.

19,083. You do?—Yes.

19,084. What do you think about the safety of tenants under agreements?—I think they are quite as safe under an agreement as under a lease.

19,085. You think they are?—Generally, perhaps they are not, but with regard to myself and my co-tenants on this estate I consider we are quite as safe.

19,086. Do you object to any part of your agreement; are there any clauses you object to?—I cannot object to any part of my agreement. I know that some of its clauses are stricter than others, but I believe that they are merely for protection, in case of the tenant leaving. I never saw use made of them against a tenant that does his duty.

19,087. Do you mean they are merely for protection against bad tenants?—Yes, against the running down of the land in case a tenant leaves.

19,088. Can tenants obtain copies of their agreements?—Oh, yes, they always obtain copies of the agreements.

19,089. In English and Welsh?—In English or Welsh. They are translated in case it is necessary.

19,090. Do you believe that the tenants understand their agreements?—Oh, they quite understand them.

19,091. How is the rent fixed?—At a lump sum.

19,092. Is there any uniformity in the rents of land of similar quality on the same or neighbouring estates?—Generally there is a good uniformity, taking into consideration the different situations of the estates and other different accommodations.

19,093. The rent of small holders, of course, as we have heard, is generally larger in proportion than that of large farmers?—I believe they are higher in proportion.

19,094. What do you suppose is the reason for that?—Well, I cannot give any reason in particular.

19,095. Your district, you say, is made up of lowland farms?—Yes.

19,096. Are any services other than the payment of rent rendered by the tenants?—None.

19,097. Are the holdings let to the highest bidder?—No, they are not let to the highest bidder, but I see that small landowners—farmers and tradesmen who own few patches of land—

Lord *Kenyon*—continued.

are very apt to follow that course, and consequently they get too high rents for it.

19,098. Has your rent ever been raised?—Yes, my rent has been raised in 1878, and not since.

19,099. Did you object to that?—Well, I could not object at that time; the time was good then.

19,100. And have you received any abatements?—We received abatements of 10 per cent. since 1884 every year, or rather 1885, I think—1884 or 1885, I would not be quite sure.

19,101. How about the local rates?—I think the local rates have increased the last 21 years.

19,102. Who pays that increase?—The occupiers.

19,103. Has any consolidation of farms taken place on those estates?—Not to my knowledge on these estates; but I know of consolidations in the district.

19,104. What do you consider—is it good for the district or harmful?—Well, I believe it is harmful to the district.

19,105. Causing less labour to be employed?—Yes; they do not keep labourers in proportion on these large farms.

19,106. Do you think sufficient labour is employed now on farms?—No, I do not think so on these large farms.

19,107. What would be the cause of that?—Well, I believe it is the low price of produce, and such things.

19,108. And the labour is too high?—Labour is too high.

19,109. What do you think the best size for a farm?—I should say from 80 to 120 acres would be sufficient for any man.

19,110. Which would provide best for their families?—I cannot say.

19,111. Which do you think stand the depressed times best?—I think that small farms stand depressed times best.

19,112. Why?—Because they depend mostly on dairy produce and store cattle and pigs and such things, while the big farmers are preparing for the other markets.

19,113. Do you know of any sub-letting?—Yes, I do know of some in the district.

19,114. For what reason?—Well, they sub-let pasture land that will graze better, and they get more for it than what they pay in proportion for the whole farm.

19,115. They get a very high rent when they sub-let, do they?—Yes, they get a high rent then.

19,116. Do you know of any instances where rent is paid the day it becomes due?—No, I do not know any instance of that.

19,117. What is the usual custom?—The usual time of paying rent is about January. The rent becomes due in November and May, and the usual time is January and July.

19,118. About two to three months' credit?—Yes.

19,119. Do you know any instances of tenants borrowing money to pay rent?—Yes, I know instances of money borrowed to pay rents by reason of poverty, and I know that sometimes money is borrowed as a matter of convenience for the time being.

19,120. What about labourers; are labourers scarce?—Good labourers are scarce.

19,121. Is the labour better than it used to be, or worse?—Oh, quite as good.

19,122. What have you got to say about the cultivation of the land?—I may say that land in some instances is insufficiently cultivated, owing to the high prices of labour and the low market value of all farm produce.

19,123. Is there any waste land in the district?—Not as far as I know.

19,124. Has arable land been laid down in pasture lately?—Yes.

19,125. To a large extent?—Yes, to a large extent.

19,126. What about root crops?—Root crops have increased to a large extent. I think it is beneficial in two ways; the crop itself is a good feeding for cattle and sheep, and the cultivation of the crop answers the purpose of fallowing the land.

19,127. Fallowing, of course, has gone out of fashion altogether?—The old-fashioned fallowing has gone out of use.

19,128. What have you got to say about improvements?—The improvements that are generally made in this district are new buildings, repairs, drainage, fences, gates and posts, and manures. The first three specified are generally made by the landlord in co-operation with the tenant in this manner. In new buildings the landlord pays for the timber and slates, and the tenant pays for all the work. In repairing the landlord does the outside repairs and the tenant the inside. In drainage the landlord pays for tiles or stones and the tenant for opening and closing the drains. As to fences, gates and posts, and manures, these come on the tenant himself. I know instances where the landlords undertake all expenses of these improvements, and, on the other side, I know instances where the tenants have themselves erected new buildings, &c., without any allowances.

19,129. Are you aware of the Agricultural Holdings Act?—I am.

19,130. Does anybody attempt to contract out of that Act?—I do not know of any agreements to contract out of the custom of the country. If there are agreements contracting out of customary compensations, probably they do so because the Agricultural Holdings Act provides for compensation.

19,131. Have you anything to say about the custom of the country with regard to growing crops and so on?—The custom of the country with regard to growing crops, tillage, cultivation, and manure left by an outgoing tenant, is that the incoming tenant has to take them at a valuation according to the rule of valuing.

19,132. And he takes the hay and straw in stacks?—Yes, the hay and straw in stacks as well.

Lord *Kenyon*—continued.

19,133. There are no sheep farms in this district, are there?—No.

19,134. How about the game?—In my district there is no trouble through game. With regard to ground game the landlord and tenant partake as provided by the Ground Game Act.

19,135. Do you know of any freeholders?—I do, a few.

19,136. Are they worse off, or better off, than tenant farmers?—In cases where the freehold is heavily mortgaged, I consider they are worse off than tenant farmers, inasmuch as they do not obtain abatements when times are hard.

19,137. Then about farmers' sons and daughters working?—Well, it is the custom for the children to work, to help on the farms.

19,138. Do they pay them any wages?—Small wages, in the way of keeping a few cattle or sheep or something of that kind.

19,139. Do you know of any farmers without sons who manage to pay their way?—Oh, I do, many.

19,140. With hired labour?—Yes.

19,141. How do the higher class of farmers bring up their children?—They bring them up in business, and put them on other farms.

19,142. What do you think about a Land Court?—Well, in my opinion, there is no necessity for such a thing in this part of the Principality, because, in the first place, the less interference between landlord and tenant I think the better it is; and I think the welfare of one is the welfare of the other; and the interest of both is so closely coupled together that a third party would not do any good to interfere. That is my opinion.

19,143. What do you believe to be the causes of the present low prices?—Well, what I believe to be the cause of the present low prices of all agricultural produce is, mainly, the great push of foreign goods on the market, and also the high rates of the railway companies for agricultural produce and manure, as well as scarcity of forage at home on account of an exceptionally dry season.

19,144. What remedies would you suggest?—Unless the British farmer is protected, in some way or other, against foreign competition, in my opinion there is a dull prospect awaiting him.

19,145. Did you hear the evidence of Mr. Hughes about the rates?—Yes.

19,146. Do you agree with him?—Yes, I quite agree with him.

Mr. *Griffiths.*

19,147. What is the acreage of the farm you farm yourself?—115 acres.

19,148. Pasture, corn, or what?—Some pasture and some corn—more pasture than corn.

19,149. You say your rent has been raised?—Yes, in 1878.

19,150. And it has been lowered since?—No.

19,151. You have had some abatements?—Yes every year since 1885.

19,152. How much per cent.?—10 per cent.

Mr. *Griffiths*—continued.

19,153. Do you think that is sufficient to meet the times?—Well, I think it is very good.

19,154. Do you not think the depreciation in produce and the expense of farming would amount to more than that?—It may be, I am not quite sure about that.

19,155. Cattle are very low in our country you know that?—They are, very low.

19,156. Do you not think rents should be permanently reduced as well as raised in good times?—Perhaps so, if times will hold like this.

19,157. The rents come very heavy upon farmers?—They do. I think that trade and commerce should take part of the burden too.

19,158. Is it because there is no work for them that labourers are not employed to the extent they used to be?—No, there is plenty for them to do, but it is not quite so plentiful as it used to be.

19,159. Do you think the money is so plentiful to pay them?—No, I know that it is not.

19,160. You have not got a copy of your lease, you say?—I have not to-day.

19,161. What provision have you in your agreements for compensation for permanent improvements by the tenants?—I do not think we have any provisions in the agreements, but usually they get leases when they apply for them; that is very seldom.

19,162. You say that the landlord and the tenant unite in building and draining and that sort of thing?—They do, in co-operation together.

19,163. Then when a tenant leaves, what security has he to have anything for what he has done?—Well, it is very seldom they leave on the estates I am on.

19,164. Is there any goodwill ever given when they do leave?—It is not allowed.

Mr. *Richard Jones.*

19,165. Do you know of any tenant who has made a claim under the Agricultural Holdings Act?—No, I do not know of any tenant who has made a claim.

19,166. Do the tenants generally know that the Agricultural Holdings Act has been passed for their benefit?—Yes, I believe they all know.

19,167. Can you assign any reason why they have not made a claim?—No. As I told you before, it is very seldom that a tenant leaves on these estates; he is succeeded by his son or some other near relation.

19,168. Are you speaking now to the estates that you are on only, or do you refer to others?—These two estates.

19,169. Are you able to speak as to other estates?—No, I am not going to speak of other estates.

19,170. You say that the local rates are increased, and that the increase has fallen on the tenant. Do you think that just—that the tenant should pay the increased rates?—I think it is very unjust.

19,171. What suggestion have you to offer to meet a case of that kind?—I suggest that it

Mr. *Richard Jones*—continued.

ought to go on trade and commerce as well as on the land, as the other witnesses have suggested.

19,172. Then practically you agree with Mr. Hughes?—Quite so.

19,173. I think you said that less labour is employed on the land now, but you did not say very distinctly whether you thought labour was too high or whether the circumstances of the farmer were too low to pay for it?—Well, it is a little of both, I should think.

19,174. You think that labour is rather too high?—I think labour is rather too high, comparing with other things in the market at present.

19,175. Do you know anything about the standard of comfort among the labourers?—No.

19,176. Do you think they are too comfortable?—Oh, I think they are.

19,177. You do?—Yes, I do, to some extent.

19,178. In what way do you mean?—Do you say too comfortable?

19,179. Yes?—I did not quite understand you. I did not mean that. I think they are comfortable. They are better off than farmers nowadays.

19,180. But if their wages were reduced, they would be less comfortable?—Very likely, yes. They ought to take a share like the farmers do.

19,181. You think they ought to be a little less comfortable than they are?—Yes, they ought to take a share, whatever.

19,182. I think you say that there is no waste land in your neighbourhood?—Well, as far as I know, there is none.

19,183. Is there anything in the shape of marsh land in your neighbourhood—wet land?—There is, not far from my place, but it has been drained lately to a good extent.

19,184. Is there any marsh land that is completely worthless?—No, not quite so. They make use of it as a sort of grazing for horses in summer time.

19,185. But that land could be improved if it was drained and dried more effectually?—It is quite dry, only it is too boggy.

19,186. Too boggy?—Yes, too marshy—too much of a bog. It is quite dry.

19,187. Do you think it is not possible to make it more profitable than it is?—Well, I cannot say that very well.

19,188. Is it difficult to get the landlords to drain marshy ground of that sort?—No; it is the landlord that did this.

19,189. Can you get a sufficient fall in these marshy places for drains?—Well, there is a good fall in the land I am speaking of, a very good fall, but generally there is not.

19,190. Do you think that it would be an improvement to the neighbourhood if the Government, say, were able to advance money at a low rate of interest to different landowners who had land in these marshy parts?—I should think it would be a great benefit.

19,191. To the neighbourhood?—To the neighbourhood in general.

Mr. *Richard Jones*—continued.

19,192. And to the farmers in particular?—Yes.

Mr. *Grove.*

19,193. You have not put in a copy of the agreement will you do so?—I will; to-morrow.

19,194. Have you got the agreements printed in Welsh or in English?—Not in Welsh—in English.

19,195. Is a copy always given to each tenant when he signs?—Yes.

19,196. You say they can have it if they like, but is it as a matter of fact always offered to them?—Yes, they get a copy; they are always told they can have it.

19,197. Do you think as a rule the tenants thoroughly understand the different clauses in the agreements?—Well, when a tenant requests a translation he gets it.

19,198. Who does the translation for the tenant?—It is the agent's clerk.

19,199. There is rather a responsibility about that, is there not? Suppose some few words were to be misinterpreted; would it not be better to have it printed in Welsh? Then you would have the thing before you properly without having to translate?—That is very likely.

19,200. We have found in a great many estates that they have the agreement printed in Welsh as well as in English, and therefore there is no risk of a few words being put wrong by an interpreter. Now I think you say that in your opinion the tenants under these estates are as safe under agreements as they would be under lease?—Yes, with regard to the tenants on the estates I represent.

19,201. The agreement is yearly, of course, subject to a certain notice?—Yes, yearly.

19,202. How can they be as safe if the landlord decided to sell the property?—Well, I have not seen a case of that kind.

19,203. But such a thing might happen, might it not, and the complaints we have had before us seem to hinge to some extent upon that—that after improvements have been effected sales have been made, and the sitting tenant has had to buy the place at a much higher rate because he has put money and labour there himself. Then again, the landlord may die, and there may be a change of tenancy or something from that. Do you consider, taking those two things into account, that a tenant is as safe under an agreement as he would be under a longish lease?—There is an advantage to be under an agreement more than a lease, I am sure.

19,204. Then you do not attach much importance to fixity of tenure, that we have heard so much about?—No.

19,205. I think you said that labourers were scarce; that was your remark?—Well, good labourers are scarce.

19,206. Is it because cottages are scarce; do you think a few more cottages about the farms would fix labourers a little more on the land?—It would in my opinion.

19,207. You think it would?—It would in my opinion.

Mr. *Grove*—continued.

19,208. Then I think you spoke about the high railway rates. Do you know whether those rates are more than the railway companies can charge under their present maximum powers?—Well, I understand that we British farmers have to pay (so I have been told) for carrying beasts from Liverpool to London more than the Americans pay from the United States to London through Liverpool.

19,209. There are no doubt inequalities of that kind, more or less, I daresay, but I was then more particularly alluding to local rates—the rates, say, from this particular district. Do you consider those rates high?—I do, especially on manures and farm produce.

19,210. Have they gone up lately?—They have gone up, but they have come down to the old standard again.

Professor *Rhŷs.*

19,211. You were talking just now about cottages. You heard what a gentleman this morning said about cottages, that they could be built for 60*l.* Have you had any experience with regard to cottages? Have you built any on either of the estates you speak of?—I do not think that a cottage could be built for such a sum as that—a good cottage. From 80*l.* to 100*l.* I should say.

19,212. What sort of cottage would that be?—A four-roomed cottage.

19,213. You do not think you would build cottages such as he described for 60*l.* now?—No; those belong to the old days.

19,214. I did not quite understand you with regard to rates and taxes just now; who is it that escapes rates and taxes now?—I believe trade.

19,215. Suppose a man has a shop; he has got to pay rates and taxes, has he not?—Yes, but not to the same extent as the farmer.

19,216. Not to a sufficient extent?—No.

19,217. Or suppose he is a manufacturer, he has got to pay rates and taxes?—Yes.

19,218. You do not think he has to pay enough?—I am of that opinion.

19,219. You say the tenants very seldom leave, but we have heard something of sales of landed property in this county. Does not that come to much the same thing, so far as they are concerned?—Yes, but I mean on these estates that I was speaking of.

19,220. But you said just now, and I understood that to be a general statement of your opinion, that the interest of the landlord and the tenant is the same, and that what is good for one is good for the other. Did you mean that only to apply to those two estates, or did you mean it as a general statement of your opinion?—Well, it ought to be applied to every estate. I think it is.

19,221. You have heard the evidence which we had to-day about those men who thought they ought to have had compensation, one of them to the extent of 2,000, and another a good deal, and so on in various degrees. You heard that evidence, did you not?—Yes, I did.

19,222. How would your principle work out there?—Well, I know there are black sheep among them here and there.

19,223. But some of those were on estates which I understood to be well managed. You would not call them black sheep, would you. They were great landlords of Class A., as they were called, I think, some of them. Do you wish to give an opinion upon that point?—No, I cannot give any opinion upon it.

Sir *John Llewelyn.*

19,224. Is it the custom of the landlords to do the permanent repairs in the part of the country you are acquainted with?—Yes, it is the custom on this estate. They are building the buildings and the tenant has to do the cartage of the materials.

19,225. It seems to be a common custom in those parts that we have been to?—Yes.

19,226. Does the converse of that ever occur, that the tenant is allowed to do the permanent repairs?—Well, it is allowed.

19,227. And is permission applied for under the Agricultural Holdings Act?—No, I do not think there is a case of that kind under the Act.

19,228. Then permission is granted?—No, they do not apply for it. They do not refer to the Act at all.

19,229. They do not apply under the Act?—No.

19,230. Then when the landlord gives permission does not that constitute a certain amount of tenant right?—Yes.

19,231. In your opinion it would?—Yes.

19,232. Is there a custom of the county in regard to the unexhausted improvements paid for by an incoming to an outgoing tenant?—It is not the custom of the county. With some things there is.

19,233. Is that custom looked upon as satisfactory?—I believe it is; I do not hear much complaint.

19,234. You spoke of consolidation of farms; you thought it an evil?—Yes.

19,235. Can you give us your opinion as to how it can be prevented?—I think that the buildings are going down, and they put them together like that.

19,236. That is the cause of it?—Yes.

19,237. Can you suggest any way by which it could be prevented?—No, I cannot suggest anything.

19,238. Do the tenant farmers of Anglesey avail themselves at all of the University College of Bangor and of the agricultural training there?—Yes, I understand they do now.

19,239. Then with regard to the rates. The 10 per cent. abatement, I think you told us, has been given each year since the year 1886?—1885.

19,240. Has that been a general abatement to all the tenants?—To all the tenants; everyone on the two estates.

Sir *John Llewelyn*—continued.

19,241. Have they applied to the Assessment Committee to reduce their rating in consequence?—No, I do not think anybody has applied to the Assessment Committee.

19,242. Has the Assessment Committee done anything without application to reduce their rates?—No, they do not do anything without application.

Mr. *Griffiths.*

19,243. You have had some demonstrations and lectures on dairying in this part, have you not?—Yes.

19,244. Have they been a success?—To some extent, I believe.

19,245. Did the people attend pretty well?—Yes, there were good attendances.

19,246. The women attended well?—The women I do not know much about.

19,247. Was there any improvement made in the butter making?—I cannot say that.

19,248. What kind of dairies have you on the estate you represent?—The old-fashioned way.

19,249. Not large enough for modern appliances, I suppose?—No, they are not.

19,250. You have some experiments in this neighbourhood as well in agriculture—on growing mangolds and turnips?—Yes.

19,251. How far from this place are they?—In farms round here, in many places.

19,252. Are there any that we could see, within reach here?—I do not think there are any this year so far as I know, but there used to be experiments made in late years.

19,253. Have they been a success; do you think they have taught the farmers anything?—Well, I think they have to some extent.

Mr. *Richard Jones.*

19,254. You say, Mr. Griffiths, that the interests of the farmer and the landlord are identical?—I do.

19,255. So far as you as a tenant are concerned what is your interest, so far as the rent is concerned?—I do not quite understand the question.

19,256. I will put it in this way: Is it not your interest to have the rent as low as you can?—It is.

19,257. What is the interest of the landlord so far as the rent is concerned—to have as much as he can, is it not?—Yes.

19,258. How can you say that the interests are identical?—If the tenant will go back the landlord will, because he depends on it. That is what I mean—he depends on the tenant. He depends on land through the tenant.

19,259. Is that your explanation?—Yes, and in that way I think they are.

19,260. Do you think that your farm would let for more money?—Yes, it would.

19,261. Do you feel that you are living on the generosity of your landlord?—We agree together very well.

Mr. *Richard Jones*—continued.

19,262. Will you answer my question. Do you feel that you are living on the generosity of your landlord if you think that your farm would command a higher rent?—Well, I do to some extent—yes.

19,263. I will ask you this question: which would you rather receive, 10*l.* as charity or 10*l.* as a matter of justice?—I do not know; I would prefer charity as well as justice.

19,264. Would you rather have charity?—Charity as well as justice.

Mr. *Griffiths.*

19,265. You were asked just now with regard to improving marshy ground; have you ever seen basic slag applied to that?—No, not applied to that land.

Sir *John Llewelyn.*

19,266. There is one question I should like to put with regard to what Mr. Richard Jones has asked you; can you not get justice from your landlord?—I can, and more than that too, I get charity.

Lord *Kenyon.*

19,267. These questions are handed in by Mr. Ellis Jones Griffith: "What district do you "speak for?"—Tregaian district within 2 miles from here.

19,268. "During the last ten years how many "changes of tenancy have taken place in this "district?"—On the estate?

19,269. He says "In this district"?—I cannot say.

19,270. Then you cannot name the farms or the owners thereof, I suppose?—No.

19,271. "In the agreement in force on the "estates of which you are sub-agent what are the "clauses as to manure and rabbits?"—According to the Ground Game Act; as provided by that Act.

19,272. That is as to the rabbits. What are they as to manures?—The manures they take at a valuation.

19,273. You say you had your first remission of rent in 1885?—Yes.

19,274. "Do you consider that the year 1883, "the year from which the reports handed in by "Mr. George Owen were taken, is well chosen in "order to show an increase of rent?"—I have no recollection.

19,275. I do not think you quite understand the question. Mr. Owen handed in a return just now of the years from 1883 to the present year showing the different landowners' remission of rent and so forth. I think this question is put in order to know whether you consider those fair years to show a decrease of rent?—Oh, yes.

19,276. You think them fair years?—Yes.

19,277. "Do you think that as a rule the "tenants get compensation for improvements "made upon their farms?"—Yes.

19,278. "When estates are sold do you agree "that the purchase money includes the tenants' "improvements?" Do you agree that the tenants buy their improvements over again?—In some cases they do.

Lord *Kenyon*—continued.

19,279. These questions are by Mr. Llewelyn Jones: "Were rents generally raised in the district in 1878?"—Yes, about that year.

19,280. "Have rents been in many cases reduced since that year?"—I do not know of any.

19,281. "Do you not think that in view of the agricultural depression rents should have been reduced?"—Well, I should think so.

19,282. "In cases where buildings are made in co-operation by the landlord and tenant, is the tenant paid compensation for his share in the building?—He does not take much share—as I told you, the cartage of the materials, that is all.

Mr. *Richard Jones.*

19,283. Before you go further let me ask one question upon that. In cases where a building is erected jointly by the tenant and by the landlord: say, where the landlord supplies the material and the tenant finds the labour, do you know of cases where rent has been increased on buildings so erected?—No, I do not recollect any at present.

Lord *Kenyon.*

19,284. These questions are also by Mr. Llewelyn Jones: "Do landlords give their "tenants permission in writing for the im- "provements made by them in connection with "building so as to enable tenants to claim "compensation under the Agricultural Holdings "Act 1883?"—No, I do not think they do. There is no application.

19,285. They have not been applied for?—No, not according to the Act.

19,286. "You make a complaint as to railway "rates: would you not suggest that the "Government or some tribunal should step in "and intervene between the railway companies "and the public who send goods by them?"—I cannot suggest anything.

19,287. "If you are of opinion that the "Government should do this, would it not be "well that they should also intervene between "landlord and tenant where complaints are "made as to unfair and excessive rates?" You answer the first question in the negative, so that I will not pursue that.

19,287*a*. The following questions are handed in by Mr. Ellis Jones Griffith: "You stated that "there was no waste land in your district, have "you recently or at any time, and when, bought "common land at Rhosmeirch?"—There is common land there too.

19,288. Did you buy any?—Yes, I did.

19,289. "How many acres?"—About 18, or a little more.

19,290. "Have you any objection to state the price you paid?"—450*l.*

19,291. Is there any common land remaining at Rhosmeirch?—No, only just about half-an-acre or an acre I may say, and that is a rocky place.

19,292. "You have stated that sons follow their fathers in the tenancy on the estate of which you are sub-agent. Do you know Henlla farm?"—Yes, I do.

19,293. "Is it on the Tregaian Estate?"—Yes.

19,294. "Was not William Jones, the son of William Jones, late tenant of Henllan, refused the tenancy?"—No. He was on another farm on the same estate.

19,295. "Was not the farm given to a tenant who after receiving the tenancy became a Churchman and a Tory?"—I do not know.

19,296. I will repeat the question—"Was not "the farm given to a tenant who after receiving "the tenancy became a Churchman and a "Tory?"—I know nothing about his political views.

19,297. You do not know what they were before or after?—No.

Mr. *Richard Jones.*

19,298. You do not know what they were before?—No, not before either. He was a stranger to me.

19,299. Question by Mr. J. S. Laurie: "How "long has the common land at Rhosmeirch "been enclosed?"—I cannot say.

19,300. Can you not remember when you bought it?—Oh, yes, it is only about four or five years ago that I bought it.

19,301. It was enclosed long before?—Yes, I may say it was enclosed 100 years ago.

19,302. The following is a question handed in by Mr. Owen Wynne: "Have you any com- "plaints to make of trespassers over your land, "such as mushroom gatherers and others, and do "you think the law of trespass wants strength- "ening?"—No, I do not think there are any.

19,303. The following question is by Mr. Vincent: "Which would you rather have: 10*l.* "as a matter of charity, or 10*l.* the proceeds of "confiscation?"—Perhaps you would rather not answer the question.—No, I cannot.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined through an interpreter.

19,304. [The following statement of the witness was read:

"Evidence of John Williams, Tregof Isaf, Cemaes.

"I am a tenant farmer and offer evidence relative to a farm called Cromlech, in the parish of Llanfechell, formerly in my occupation. The owner is Mr. G. J. Roberts, J.P., Trefarthen, Anglesey. See 20,427.

"I became tenant of Cromlech about the year 1865, when the house, the outbuildings, and the land were in a very poor condition. I spent hundreds of pounds erecting scores of roods (eight yards) of stone walls, hundreds of roods

of draining, and cultivating seven acres of gorse land which had not been ploughed before. The farm consisted of about 150 acres, and the rent was about 160*l.*, but it was impossible to get it to pay. Portions of the farm had been let previously as accommodation land, and on that account the rent was higher than that of any other farm in the district. No one had previously been able to hold the farm for more than four years. At that period I went to Mr. Roberts, the landlord, to Crug, Carnarvonshire, and was for a long time trying to induce him to reduce the rent, as it was impossible to raise the rent from the farm. The prices of cattle and corn were very low at the time. He positively declined to grant any reduction, and I gave notice that I would therefore quit the farm. In a few months afterwards he let the farm to another tenant for 50*l.* a year less than I paid him. He asked from me 10*l.* compensation, as he said I was leaving the farm in a bad condition. He had never seen the farm before I had gone there and improved it, because it was only a few years before I left that he had purchased the freehold of the farm for about 1,600*l.*, and he came into possession of it about two or three years later. He therefore received interest of about 10 per cent. for his money. My neighbours testified that I had greatly improved the holding, and I had done that without receiving a penny towards the expense."]

Lord *Kenyon.*

19,305. Is that your statement, and is it correct?—Yes.

19,306. You say your landlord gave 1,600*l.* for the farm; is that so?—A little over 1,600*l.*

19,307. Who is your landlord?—Mr. Griffith Jones Roberts, Trefarthen.

Professor *Rhŷs.*

19,308. You consider 10 per cent. rather an unusual return on land, do you not?—Yes.

Mr. *Grove.*

19,309. Do you know what rent is being paid for that now?—It was reduced 50*l.* to the new tenant, but he was to pay an increased rent after the lapse of five years of 20*l.*, I think.

19,310. Then the present rent, you say, and for the next four or five years, is 110*l.*, is it?—Yes, I suppose so.

19,311. Was it said that this farm was let in bad condition?—He tried to say so.

19,312. Could your neighbours bear testimony to the fact that you kept the farm up in good order?—Yes, in a very much better condition than I got it.

19,313. Have you given an estimate of the money you spent on the farm when you were in occupation?—I have the estimate in my pocket.

19,314. Could we see that?—Yes, that is part of it; I have much more. (*The witness handed in a document.*)

Lord *Kenyon.*

19,315. When did you leave your farm?—1880.

Mr. *Grove.*

19,316. Do you say that is only a portion of it?—Yes.

19,317. Then although you say you spent 170*l.* in improvements, when you left they asked you for 10*l.* compensation, did they?—Yes, they did. These improvements, represented by the 100*l.*, are to be seen there now, but there are scores of pounds spent on improvements which cannot be seen as clearly as these.

19,318. What do you estimate the other part of your improvements at? How much would the total be?—150*l.* more than the 100*l.*

19,319. That is 250*l.* then?—Yes.

The witness withdrew.

Re-examined 20,447.

Mr. RICHARD JONES called and examined, partly through an interpreter.

The following statement of the witness was read:—

"The evidence of Richard Jones, Tyddyn Hic, Gaerwen.

"I am a farmer, and occupy the above place. My father and mother occupied Ynysferw, Llanfihangel Esceifiog, a farm of about 60 acres, which was owned by the late Mr. Trygarn Griffith, Garreglwyd. My mother died leaving nine children. My father married a second time, and had five children by his second wife, making 14 children. As the place consisted of very poor land, my father had to work very hard himself, and was obliged to work the children also, so that none of them had a day's schooling. The place was sold on six months' notice about the year 1856, and my father had to leave without any compensation for anything. My stepmother is still alive, being over 80 years old, and could prove these facts.

"My father then had a small farm in the parish of Llanddaniel, under the late Mr. Bulkeley Hughes, Plas Coch. Nine years later this place again was sold, and my father had to leave this again, without any compensation as before. The House of Commons then knew but very little about Wales, its inhabitants, or their troubles, and possibly cared less.

"I know of several others of my relations that have suffered severely from different agents."

Lord *Kenyon.*

19,320. Is that your statement, and is it correct?—Yes.

Mr. *Griffiths.*

19,321. I see your grievance is much the same as what we have had before, but here, at the end you say that you know of several others of your

Mr. *Griffiths*—continued.

relations that have suffered severely from different agents?—Yes, two brothers of my mother were the first two. My grandfather lived on a farm on the estate of Lord Boston. There were two sons, aged about 28 or 30 years, and they were very anxious to stay at their old home, and if they had been short of money, there were plenty of their neighbours who were willing to stand by them. Do you wish to know the date?

19,322. Yes.—I cannot say the year, but it is far back, about 49 years ago. I am not sure of the year. There was a very bad agent on Lord Boston's estate at that time. He was a curse to the country. My two uncles had to leave the farm, because they had not thought of the 100*l.* It is a saying in the district to this day, that no one could ever get a farm in those days, unless he made a present of 100*l.* to that agent.

Lord *Kenyon.*

19,323. That was 49 years ago?—Yes, as near as I can say; just about that year.

Mr. *Grove.*

19,324. I suppose you confine it to that agent; you do not want us to suppose that it was general?—It is only said as regards that agent. The present agent is a pattern to Wales; he is that exactly, I can assure you. Two other farms on the same estate, and in the same parish, were treated in exactly the same way very nearly about the same time.

Mr. *Richard Jones.*

19,325. When a farm becomes vacant, are there many farmers after it?—I do not think so, and I do not care very much. I do not watch those things. I am getting too old.

19,326. Are you a retired farmer?—No, I am still farming a small farm.

19,327. Do you know of many retired farmers in the sense that the word "retired" is generally used, namely, that they have made a fortune, and given up farming?—No, I do not. The farmers are in a very serious plight. I was on the railway for 26 years, and lived by the sweat of my brow.

19,328. What did you do on the railway?—I was foreman platelayer.

Mr. *Grove.*

19,329. Do you complain that your father was turned out of two farms, one after the other, after spending a lot of money on improvements, without compensation of any sort?—I am not going to say that. My father worked very hard to keep himself and his family. He improved the farm as much as he could, and in those years I do not think he considered he ought to receive any compensation. They were quiet times in those days. It is very different now.

Professor *Rhŷs.*

19,330. It was found difficult to please that agent whom you mentioned just now?—I was only a boy at that time, I am now 67 years of age; but I remember the man very well.

19,331. We heard the other day from one tenant that there was a quartette of men that the tenant farmer had to please—the keeper and three others. You have not a keeper to please, have you?—No, he has nothing to do with my home; I was not on his estate.

19,332. Then, the next was the clergyman?—Oh, the clergyman; if the landlords got peace from the clergymen I think it would be very quiet even now. I do not think there is anyone who influences the landlords more than the clergy, although I cannot prove it, and I do not intend to. The clergy influence the landlords more than any other class.

19,333. In what way?—Up to about 25 years ago there were not many of them in the country, and they were quite asleep. Canon Ryle said four years ago: "I thank the Lord for the work "that has been done by the Nonconformists, "when the Church ministry were asleep." He said it in a public meeting, and I read it from different papers.

19,334. But then that sort of clergyman did not trouble you?—They were sleeping, and then they were leaving the farmers and all alone; but it is quite different now. They are sticking curates everywhere about the country. In my time, when I was young and living in different parishes here with farmers, at the time going about the country carting lime, and so on, I knew a good many churches, and I was close to two parish churches; there was not a congregation to be seen at all, only the parson, a curate, and the sexton. That was the rule about 25 years ago, and what wakened them then was the cloud that Mr. Gladstone raised in Ireland to disestablish the Church, and it was no bigger than the palm of the hand, as that boy observed in the dry weather.

19,335. It is since then that the clergy have been troubling you?—Since about 25 years ago they have become quite mad; they do not know what to do. With regard to the landlords, I do not want to run them down at all.

19,336. I was going to ask about the fourth in the quartette which I mentioned just now, the landlord. You are satisfied with the landlords?—Yes, as a rule, because it is very easy for me, as they have not much to do with me. It is very easy for me to be satisfied, because as to the tenancy of my little place, the way I did was this: I am living now with a second wife, I buried the other wife in Carnarvonshire when I was on the railway, and I happened to be having nearly 1*l.* a week for my maintenance, and there was only myself, so I looked for another, and found her in yonder little place, and I married her, and I am as happy now as I ever was, and the tenancy is for her lifetime at the rent of 50*l.* per annum.

19,337. Having brought you to that happy position I shall not trouble you with another question, I think?—Thank you.

Sir *John Llewellyn.*

19,338. Has any agent ever asked you for a premium on taking the farm?—I never took a farm.

19,339. I thought you said you had a small farm?—I married one who had a farm.

Lord *Kenyon.*

19,340. I have one or two questions to put to you which are handed in. One is from Mr. Llewellyn Jones: "Do you know of the evic- "tion of Mrs. Parry from Llyslew?"—My Lord, I know a good deal. I knew her from her childhood; I used to play with her. She is a cousin of mine, and I was brought up close to her, and, of course, we used to play together when children, my Lord, and I am glad, as St. Paul said before Festus, to appear before you on that account.

19,341. What about her eviction?—She has been very severely treated, my Lord. I could say a great deal, but I expected this case would be mentioned by someone more able than I am; still I am so proud of giving vent to my feelings. As I said on the paper there were different relations of mine that have suffered

Lord *Kenyon*—continued.

severely; I meant her, and I heartily thank you for just mentioning it.

19,342. It is Mr. Llewellyn Jones who asked the question, and not I. Now, Mr. Vincent wishes to know "what was the name of that bad agent you spoke of"?—It was the late agent.

19,343. What was his name?—His name is rotten, as I tell you, but I will give it to you. "Haine," I believe his name was, and it has been said ever since that two gentlemen from this country saw that he was treating the farmers so cruelly, that they let Lord Boston know. The present Lord Boston is the fourth to live on that estate in my time, and his Lordship at that time, I believe, was over 30 years without coming to Anglesey at all. The agent could do as he liked then, of course, and Lord Boston was informed by these two gentlemen of the agent, and of his doings, and he sent him to his own place, as Judas was sent in the old time.

19,344. His name was Haine?—Yes.

19,345. Mr. Owen Wynne asks: "Where is "the agent now who you said was the curse of "the country?"—Well, he is in his own place, my Lord.

The witness withdrew.

Adjourned to to-morrow at 10.15.

TWENTY-FOURTH DAY.

The Town Hall, Llangefni, Anglesey, Wednesday, 11th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.

MR. CECIL E. OWEN, Assistant Secretary.

Chairman.

The Commissioners request all the Welsh-speaking witnesses to be good enough to verify their statements before one of the Commissioners who is able to speak Welsh, so that we may be perfectly satisfied that the evidence read out in English before the Commissioners is correct in every particular. I need hardly repeat that these verifications of the statements of Welsh witnesses are held in an open Court, as it were, in another room certainly, but that room is open to the Press and public.

Chairman—continued.

Mr. THOMAS PRICHARD called and examined.

Chairman.

19,346. You are agent for the Bodorgan estate, and to whom does that belong?—Sir George Meyrick.

19,347. And other properties in Anglesey?—Yes.

19,348. You are a farmer, landowner, late county councillor, solicitor, clerk to magistrates, tax commissioner, chairman of Board of Guardians, Rural Sanitary Authority, and Assessment Committee of the Anglesey Union, I understand?—I am, and a member of the Joint Education Committee.

19,349. What do you give evidence generally for?—For the western part of the county.

19,350. And Sir George Meyrick's property in particular?—Yes, quite so.

19,351. What property has Sir George Meyrick?—It is 16,000 acres.

19,352. I have it 17,000?—It is, roughly speaking, 17,000 acres perhaps; call it that—with what is held in hand.

19,353. You are the steward of two manors?—Two manors.

19,354. Are there any courts held?—Yes.

19,355. Quit rents are received, and no services are exacted, except attendance. Is that so?—Quite so. The officers are steward, constable, and high bailiff. There are no copyholds in Anglesey.

19,356. What do you say about the character of ownership?—I say that the character of ownership *per se* does not affect the occupation or cultivation; more depends on the pecuniary circumstances and the character of the occupier. Neither an encumbered owner nor an impecunious tenant can occupy or cultivate advantageously. *Per contra*, no difference can be seen between occupation and cultivation if there are well-to-do, industrious, thrifty freeholders and tenants.

Chairman—continued.

19,357. Can you say whether there have been any recent enclosures?—The most recent are on the Bodafon Mountain.

19,358. What year was that?—1868, about. Then Llanfechell in 1866, and Gwalchmai in 1870.

19,359. What were they?—All wild mountain land that had been pared, heather and small gorse, and most of the soil had been taken off for burning. There is no fuel in the county.

19,360. Who lived upon it?—There were a few squatters there.

19,361. What happened to them?—I had nothing to do with them.

19,362. You cannot give evidence about them?—From hearsay, I believe some of the very old ones considered their place as their own freehold, but those of the more recent ones had to pay, and I know some instances.

19,363. Were they evicted or taken on as tenants?—They bought their places. The Crown was the lord of the manor, or the Woods and Forests; at least they claimed them. No one admitted their right, but they sold everything, whether it belonged to them or not, and reserved all the minerals. There was nothing but minerals; it was bare rock, and they sold the whole thing.

19,364. Have recreation grounds or allotments for the use of the labouring poor been apportioned?—There were no recreation grounds.

19,365. There were none?—There were no people to recreate themselves scarcely.

19,366. Were there any squatters' cottages. Have dwellings been erected on the waste?—I have answered that, I think.

Chairman—continued.

See 27,737. 19,367. You only know from hearsay?—I know some people paid. The people of Gwalchmai built a chapel, and had to pay the Woods and Forests 23*l.* for it.

19,368. They built a chapel, and when this was enclosed they had to pay 23*l.* to the Crown, you say?—23*l.* 2*s.* 0*d.* to the Crown.

19,369. What do you know about the commons?—There is a common at Aberffraw and Tywyn Trewan and Tywyn y llyn; they were all See 18,560. mentioned yesterday. These commons are all sandy waste, and if they were regulated under the Regulation of Commons Act, they might be made much more useful and advantageous than they are. There is no stint. All kinds of animals are turned out. The manor courts used to punish for turning out animals suffering from scab, &c. This is now done under the Contagious Diseases (Animals) Acts. The commons would become much better pasture if the bent were allowed to grow, but it is the custom to cut it for making mats and basses, &c.; it is cut under the running root-stems which bind the wild sand together so that the surface is loosened and swept away by the wind, and no sward is formed. There is no Statute here to prevent this cutting as there is in Lancashire. Three classes of persons are interested. First, stockowners; second, matmakers; third, poachers.

19,370. How do you mean the poachers?—People wandering about catching rabbits and things.

19,371. Do you call them poachers?—Certainly, my Lord. The sporting belongs to the lord of the manor; therefore they are poachers. It is impossible to prevent these interests from clashing, and I proposed to set the Regulations of Commons Acts in force, but objection was made and no steps were taken. The rights are vested in tenants of the Manors of Aberffraw and Treberfedd, but are exercised mostly by cottagers who have only gardens and allotments. Then there is an impression that the commons belong to the commoners at large, to the poor, and that the "public" have rights on them, but the soil belongs to the lord of the manor; the rights of common pasturage, &c., belong to the owners and their tenants in respect of their land ownership. Lessees and yearly tenants have no right of common except through their landlords. As a matter of fact, all the people that exercise these rights are tenants of the manor and are cottagers.

19,372. Are there no public rights on the common?—Rights of way. I know of no other rights.

19,373. No public rights of cutting turf, for instance?—Only those that belong to the manor; but people do carry sand from here.

19,374. Are the commons advantageous or do they form a drawback to adjoining farms?—A great drawback, because owing to trespass by sheep it is impossible to fence against them. People keep too many sheep; they are half-famished and break out into adjoining farms.

Chairman—continued.

19,375. You think the effect on the general condition of sheep farming is bad?—It is bad in that neighbourhood, no doubt.

19,376. How many large owners of 1,500 acres and upwards are there in the county?—About 20.

19,377. Are the estates mostly scattered?—Mostly scattered; all the larger owners reside a considerable portion of the year in this or in the adjoining county. As a rule it is easier to let farms on large estates as they are managed on general principles, and they are easier managed, and the same farms have been kept by the same family for generations. There is a sort of family feeling between the landlord and tenant on the whole estate.

19,378. There are yearly tenancies, I take it?—All yearly; one lease only.

19,379. Does religion, politics, or language make any difference?—It does not make the slightest difference on a large estate. The tenants are chosen either because of relationship to former tenants on their merits as good farmers, and as having means, or as having been good farm servants.

19,380. Do you know anything about the special training of agents?—I can speak to no other but myself. My grandfather was the agent before me of the same estate—going back the last 100 years.

19,381. What is the usual date of entry?—The 13th of November.

19,382. Has there been any demand for leases?—No; none.

19,383. Is there any difference in the condition of the leaseholders and yearly tenants?—There are no leaseholders; but all the old leaseholds were very badly farmed.

19,384. There are no cases of hardship?—That is so.

19,385. You say changes of tenancy are not very frequent?—No; if anything, less frequent in prosperous times. Small tenants seek for larger farms.

19,386. You compensate if you take over fields?—Always.

19,387. And if there is any mining or brick fields you compensate as well?—Yes

19,388. Then will you kindly let us have your agreement?—I should observe this farm agreement was drawn some years ago; it has been altered as used now in black ink. There are a great many alterations. It was prepared after the Act was passed in 1875. At that time no one knew exactly what was going to happen. It was drawn by the agent, and the agent met the tenants in committee at three different places, 12 or 15 at a time, and went through the draft clause by clause in Welsh and English, and some alterations were made which were finally adopted. Since that, we have the Act of 1883, so that the greater part of that agreement, and the Act of 1875 are void and of no effect. A new agreement will of course be drawn up.

19,389. And a great many of the oppressive clauses taken out?—Yes.

Chairman—continued.

19,390. The oppressive clauses are not used?—No, never; and they might as well go out. They are only an encumbrance. There is another agreement I will put in. We let land and a place for a cow—the 3 acres and a cow business; that is more simple, and it has been going on for five or six years.

19,391. Does this work well?—Yes.

19,392. You are satisfied with it?—Quite.

19,393. The amount of rent of course varies?—Very much.

19,394. Are the tenants usually given a copy of the agreement or lease, or if Welsh speaking are their contents explained to them?—The large tenants have plain copies, and anyone who asks me has one; but, as a rule, I find they are generally lost.

19,395. Still you supply them?—Yes; and if they do lose them, they get them again. They are explained in the Welsh language. I object to their being translated into the Welsh language, for this reason. I recollect a Welsh will case, in which there was a great dispute about the meaning of certain words in the Welsh language, and it cost more than the property was worth. I was in Court, and I could give the words which caused the difficulty if necessary.

19,396. Small estates are let at higher rental than the large ones?—As a rule they are.

19,397. And the rent of the small tenantry is higher per acre than on the larger farms?—Owing to the buildings; and houses cost more in proportion to the acreage of the farm than they do on a large farm.

19,398. Is the market value greater?—I should like to say this. The estate was valued in the year 1806 to begin with. It was on long leases for lives and years; they began to expire in 1842, and they kept on expiring until 1860. Since then, the whole estate has been valued on the same basis by a competent valuer in the year 1871, so that the rent is as uniform as a man could make it. The average rent of the estate was 16*s.* 7*d.* an acre all through the whole estate; then there is a deduction of 20 per cent. now, so that really the land is let for 14*s.* 3*d.* an acre all through the estate.

19,399. Is the right of pasturage over a common taken into account when the rent is fixed?—No, as it is seldom exercised except by cottagers, and an adjoining common is a nuisance.

19,400. Are there any services other than payment rendered by tenants?—No.

19,401. Nothing?—There were mill services formerly reserved, I suppose as an old remnant of the manor tenure.

19,402. How are the rents fixed?—By a valuation of every field on the estate.

19,403. What happens when a tenant complains of his rent being too high?—Sometimes he gets it reduced, sometimes he does not

Chairman—continued.

19,404. Have you had an arbitrator?—I have had an arbitrator, and the arbitrator decided the rent was not too high, and the landlord paid all the expenses. I believe he is in court now.

19,405. Have rents been raised generally, or in "individual cases"?—They were all gone through; some few were raised and some few lowered in 1871, because there has been no real valuation since 1806. As a rule they were raised. The valuation showed an increase of 12 per cent., but they were let under the valuation by 4 per cent.

19,406. Have any permanent reductions been made?—Permanent reductions were made on all the mills, because mill property has become good for nothing.

19,407. Have there been any temporary abatements?—Reductions were made in places referred to yesterday. At a place called Tyddynhowel the rent was 128*l.*, now let for 110*l.*, 18*l.* reduction. Another place was reduced from 210*l.* to 190*l.*, and another place 20*l.*, and another 23*l.*

19,408. On Sir George Meyrick's estate what reductions have been made?—1883 to 1884 5 per cent.; 1884 to 1885, 5 per cent.; 1885 to 1886, 10 per cent.; 1886 to 1887, 15 per cent.; 1887 to 1888, 15 per cent.; 1888 to 1889, 10 per cent.; 1889 to 1890, 5 per cent.; 1890 to 1891, 10 per cent.; 1891 to 1892, 20 per cent., and there is to be another 20 per cent. this year. I should say that the rents are received only once a year, viz., in January. They are due in September and received in January. They had a notice two months beforehand of the reduction of 10 per cent., and they get two or three months' notice of the amounts to be reduced now as they had in other cases.

19,409. How soon after it falls due is the rent usually paid?—It is reserved as a forehand rent, payable quarterly, and the tithe is condered as part of the rent payable to the landlord. It is always received in January once a year, except the cottagers, who pay twice a year.

19,410. Do you think the tenants like to have the rent payable once a year?—They think it is as good as a reduction of 10 per cent. in the rent; but I do not see how they make it out. You had better ask the farmers themselves, as they can tell you better than I can.

19,411. From your experience do you think it is a boon?—They say so.

19,412. Now what do you say about the effect of the preferential claim?—The farmers in Anglesey, at any rate, do not get credit unless they have cleared their rent; but we always require sureties for various reasons, first, because the rent is left standing in their hands so long, and it may be a question whether you could distrain for more than 12 months. There is never any difficulty about it. It is the regular custom of the country, a guarantee of character and capital, and saves distraining.

19,413. You have told us about the tithes. Have the local rates increased?—I have a return, which I will hand in.

"ANGLESEY UNION.—COMPARATIVE STATEMENT OF UNION EXPENDITURE."

—	1869. Before opening the Workhouse.	1873.	1883.	1888.	1891.	1892.	1893.
	£	£	£	£	£	£	£
Total Union expenditure	10,361	9,260	6,853	6,619	6,025	5,940	6,070
	1,613	1,210	1,065	1,066	343	457	457
	11,974	10,470	7,918	7,685	6,368	6,397	6,527
Deduct repayments -	113	171	417	452	1,405	1,181	1,187
	11,861	10,299	7,501	7,233	4,963	5,216	5,340
Rate in the £ - -	4*s.* 9⅜*d.*	4*s.* 1¼*d.*	2*s.* 7¾*d.*	2*s.* 6⅞*d.*	1*s.* 9⅘*d.*	1*s.* 10⅖*d.*	1*s.* 10¹¹⁄₁₂*d.*
	£	£	£	£	£	£	£
Rateable value - -	49,812	50,205	56,634	56,147	55,584	55,866	55,899

Chairman—continued.

You will observe there are four unions. The rate of the one I live in was 4*s.* 9⅜*d.* in 1869, and it has been reduced 1*s.* 10¹¹⁄₁₂*d.* The rateable value has increased from 49,000*l.* to 55,000*l.*, roughly speaking. I say that land is much over-burdened in comparison with funded property, presuming everyone should contribute to taxation according to his means. The Property Tax Schedule A. should be raised, not on the gross income as at present (no deductions are now allowed for repairs, management, &c.) but on the net income as in Schedules D. and E. Professions deduct rent, office expenses, rates and taxes, labour and materials, and they get off 25 per cent. as compared with land. I should like to say further upon that point; this is presuming a man should pay to local taxation according to his means and according to his profits, and not merely according to his occupation. That is the argument. I say if a farmer pays 300*l.* rent, he is supposed to make a profit of one half according to the Income Tax Schedule B., that is 150*l.*; so that take a farm about 400 acres the rateable value after deducting the 10 per cent., and so on, would be 270*l.* I am putting the land at an average of 15*s.* an acre. He would pay, taking an average of 4*s.* for all rates, 54*l.* a year in rates on those 400 acres. A medical man or a lawyer makes, say, 150*l.* a year, and he lives in a house rated at 30*l.* and he pays rates 7*l.* 5*s.*, so that here are two men, the farmer pays 54*l.* in local rates, the other man only pays 7*l.* 5*s.*, thus one pays eight times more than the other. Again, land, as under Local Boards, only pay one fourth of the sanitary rate, and education and police rates, and it should be the same in my opinion in the county generally. Then there is a question about small tenants. A labourer with an average wage put it in round figures at 40*l.* a year pays no local tax virtually; if he does, he pays about 2*s.* or 3*s.* a year either directly or in the rent, whereas if he takes a little tenement of 35 acres, that would be rated probably at 25*l.*, and he would pay rates amounting to 5*l.* a year. I cannot understand what inducement there can be to persuade

Chairman—continued.

labourers who are really well off to go and take these little farms and pay 5*l.* taxation, and thus have to half-starve themselves in order to pay the rent.

19,414. What is the average size of farms in your district?—The average size of the farms in the whole county according to Mr. Doyle's report is 41 acres, and the average size on the Bodorgan estate is 40 acres. I have the average in 10 parishes; they vary from 25 acres in one parish to 90 in another. I can give each parish, if you wish it. They are taken from the Tithe Apportionments.

19,415. You will put them in?—Yes, a copy shall be handed in.

19,416. Can you give us the particulars concerning this estate and where any holdings have been consolidated?—At the beginning of the century most of the estate was let on long leases, lives, or years. The holdings were partitioned amongst the lessees' families, and when the leases expired about 1850 the farms were over populated, the buildings were in a wretched state, and many of the occupiers were on the parish. There were no roads, the fields small, and fences out of repair; the cost of providing buildings, houses, and walls would have been enormous. Emigration was all the go; the demand for leases had ceased and owners were compelled to consolidate holdings. This, however, was done only on the expiration of leases, and owing to the inability of the occupiers to continue the tenancy and to pay interest on buildings. There has been no consolidation since 1870; in fact, there has been a good deal of sub-division as many of the old estates have been sold. I think the average size of the holdings is smaller than it was 25 years ago. I have a statement from the census of the number of inhabited houses and the population from 1861 to 1871. The population has decreased. In 1861 it was 54,609; in 1871 it was 51,040; in 1881 it was 51,416, and in 1891 it was 50,098. The males are fewer than the females by about 300.

19,417. Do the small holders stand the depression better than the larger ones?—I think they

Chairman—continued.

do, because they pay less wages, employing less paid labour, living harder, and are more economical; they trust less to servants, but as a rule are extravagant in fuel, food, and fodder.

19,418. Do the children of small holders emigrate and become labourers?—The children of small holders emigrate or become labourers, artizans, or preachers. The children of large farmers go into business, become doctors, lawyers, vets., or farmers.

19,419. Is there much waste land reclaimed by tenants in your district?—A good deal of land has been drained.

19,420. And a little might be reclaimed by draining marshy ground?—Very little.

19,421. Is the tenant restricted from ploughing?—No, except in parks—what they call parks—grass parks, let for grazing. There is no strict distinction between arable and pasture land. The tenant is not restricted from ploughing any field, and there is very little difference, not 10*s.* an acre, between the cost of laying down pasture and rotation crops.

19,422. Who erects houses, buildings, and cottages?—Now, on this estate the landlord does.

19,423. Do they open and deepen the main streams, or not?—I do not say they do—Sir George Meyrick does.

19,424. On Sir George's estate, who does the ordinary drainage?—The tenants do, except in some cases they are allowed so much for draining, or they have drain pipes given them. The gates almost invariably in Anglesey belong to the tenants, and they have a right to remove them.

19,425. Who supplies the materials for the buildings?—The old arrangement was that the landlord provided all the materials of every kind, and they came, as a rule, on an average, to more than two-thirds of the cost; and the tenant paid for the buildings, that is the mason and joiner, and he got the advantage of the two-thirds that the landlord paid, without any interest. We considered that in about 21 years or so (I can give you the figures if you like), the tenant got really more than he expended on the place. Take an instance, say 300*l.* spent on a place, the landlord, say, spends 200*l.*, that is, two-thirds. The compound interest at 4 per cent. for 21 years would make that up to 456*l.* The tenant spends 100*l.* He gets the benefit of his money immediately in the better buildings, and he also gets the benefit of the landlord's expenditure without any interest; and you will find by calculation, that at the end of the 21 years he will have got his own interest and the principal back, and the benefit of the landlord's money as well except this, that he has done the haulage.

19,426. Is he compensated for haulage?—Not if he is there for any length of time. If for any reason he goes away within a short time of the work being done, he is compensated.

19,427. Is there any custom of the country?—There is no legal custom; what is called a custom is very vague; it is a practice, and not a custom at all, for it cannot be enforced.

19,428. Are any improvements made without the landlord being informed?—The tenants have got into a bad habit of doing improvements without informing the landowners. It is almost impossible to persuade them to act according to law or agreement. The landlord receives no notice, and cannot be expected to pay for a thing done without his knowledge.

19,429. Would consent be given if the improvements were real?—Consent would be given, and has been given.

19,430. Now, about the allowances for outgoing tenants, in respect of growing crops, tillage, and culivation, and so on?—There is no legally established custom, but generally the incoming and outgoing tenants sign an agreement for valuing seeds, manure, hay, straw, and green crops.

19,431. What do you say about tillage and cultivation?—There is none, because the farms are given up in November. There is no autumn cultivation worth talking of.

19,432. Can the outgoing tenant sell off everything?—Yes, if there is a custom of the country, it is so.

19,433. He can cultivate as he likes. Have you had any instances of dissatisfaction upon people going out?—No doubt there have been cases in which the outgoing tenant was not satisfied; it is almost always owing to his having spent money without the knowledge and consent of the landlord, and having kept no accounts or record of the expenditure. On the other hand, the landlord has generally reason to complain of want of repairs and condition.

19,434. Is the Agricultural Holdings Act of any use?—The tenants will not read the Act or abide by it, and no Act will work unless we have an improved system of valuation. I could make some remarks upon the Act, but I do not think you need be troubled with them now.

19,435. No. Is game strictly preserved by Sir George Meyrick?—The game is preserved, but as a rule—in fact, I may say everywhere, except near the coverts—the tenants are allowed to catch all rabbits in any manner, but they prefer to keep up the stock, and catch them in the season when prices are highest, and convert the farms into rabbit warrens. Hares are almost extinct on the Bodorgan estate. Permission was given in 1876 to the tenants, except those adjoining the Bodorgan coverts, to destroy rabbits, and the agent has been continually urging them to keep them down. On the excepted farms, the owner catches the rabbits gratis, and gives half the catch to the tenants The tenants should repair the fences. In consequence of the tenants' neglect to keep the rabbits down in Llanbeulan parish, 1,500 acres, the owner sent a man to catch them by the couple. He caught 763 couples in a month, price 2*s.* 4*d.*, less 6*d.*, for catching, and the proceeds were distributed among the tenants according to the amount of repairs done by each. Hares and rabbits are reserved, so as to enable

Chairman—continued.

the owner to prosecute trespassers, and to protect the land and fences from being converted into a warren. The sporting on some farms is let to the farm tenant with liberty to sub-let. They generally do sub-let at an increased rent. Small freeholders, and tenants whose game is not reserved, almost always sub-let.

19,436. The rabbits, I suppose, if there are any, do a lot of harm?—There is no doubt they are the ruin of the farmers. I should like to see every one of them destroyed and not see one.

19,437. Do dogs do any harm in killing the sheep?—Oh, an immense deal of harm. There is an immense amount of complaint about dogs. I know a case in which the same man's dog killed 33 sheep at the same time—at least drove them into a hole and so smothered them, and another lot a short time after that.

19,438. The tenants do not beat the covers, I suppose?—No, never. There are no covers to beat in Anglesey, except adjoining the houses, and except the gorse banks, where the crows' nests are, that we heard of yesterday. The gorse banks are the best cover.

19,439. Do you find a difficulty in keeping the people off the land?—Yes, my Lord. Farms are over-run with fellows all the year round. In the spring people are wandering all over the fields and ditches to get watercress; after the watercress season is over, plovers' eggs are all the thing. Then there is also an amount of trespass in respect of mushroom gathering. I will just give you an idea of the amount of mushrooms in this county, people will not believe it, but I have made inquiries, and I have observed during the ten weeks, which is the nominal season in this county, that there are 200 tons of mushrooms sent away; as much as 4 tons go from one station in one day; I have seen them. Then if you put them down, roughly speaking, at an average of 1*d.* per lb., but I think the country people get more than 1*d.* per lb., it is something over 2,000*l.* Many of the farmers I have talked to, consider that such a thing is simply depradation, and I consider so myself, too. We know the mushrooms are wild produce of soil; if they belong to anybody they belong to the farmer who pays rent for the farm. Instead of that being the case, you scarce dare go into your fields without being abused by poachers or wanderers, who never do a day's work, and who are after these mushrooms.

19,440. Do you consider the law of trespass satisfactory?—No, I suggest that the law should be altered. I believe in Scotland you have no right to go over any man's field without his permission, no matter what you are doing. I think the law of trespass in that way ought to be made punishable, just the same as trespass in search of game.

19,441. Then I understand that poultry are kept by farmers extensively?—Yes, my Lord, by the small farmers particularly.

19,442. There is no market for fruit or vegetables?—No; it does not pay to send them to Bangor even.

19,443. Then as to instruction in butter and cheesemaking, by field experiments and in other agricultural subjects; what can you tell us about that?—Instruction is given by the University College of North Wales. Classes are held at the college and in villages with actual working field experiments on manures, roots, hay, and pasture throughout the county. They are all largely availed of. One of the pupils took a R.A.S.E. scholarship, a prize, another a prize, and reserve number for champion at the Chester Show. Then there is a dairy school at Bangor, managed by a limited liability company, of which I and many others are directors. It was a losing concern; it was never intended to pay, and I think they get as many as 20 in the class there, and they are managed, perhaps as you heard of, the same as at Wrexham. But evidence will be given by a professor of this college, who knows more about it than I do.

19,444. The railway rates are very high?—The railway rates are very high.

19,445. Have you any detailed information about that?—Not very much, my Lord. They have changed the rates. Formerly farmers used to be able to send oxen at a head rate from here to London, but now they will not let you send at that rate, unless they take a whole truck or a half truck. It is a dead loss to farmers, but they encourage the dealers. We have no competition here whatever. There is only one railway, and they charge what they like for intermediate stations. It cost 16*s.* 10*d.* to bring a sheep from Chester here. You can go there and back yourself by an excursion train for 5*s.*

19,446. Is there any co-operation among farmers for the purpose of purchasing or analysing farm stuffs—for example, manures?—There used to be. There was a society for purchasing and analysing manures; it used to advertise and receive tenders, but a local firm invariably secured the orders, and offered the same terms to non-members (the subscription was simply nominal, it being only 5*s.* a year), so that that of course shut up the society. There is no real spirit of honest combination and co-operation among farmers, and no mutual confidence. They will not stick to any rules, and on principle each man fights for himself. We have now besides a society which has not been established for many years, for keeping a stallion cart horse. There are 70 members, nearly all tenant farmers.

19,447. Do the farmers insure buildings and so on, on your estate?—Yes, I believe they nearly all do in different offices; they very often insure in the banks and other offices.

19,448. With regard to small proprietor farmers, what can you tell us?—There are more small proprietors now than there were, but there are fewer holding by inheritance. The old inheritors generally tied up their land and charged it heavily for younger children, or furniture, buildings, or extravagance. The same may be said of the extinct race of squireens; the properties have been sold.

19,449. Have many farmers bought holdings of their own?—A great many farmers have bought their holdings. In the last 50 years

Chairman—continued.

almost all the old estates, in fact all but about 20 of any size have been sold, and in more than half of the cases the tenants bought their own or other holdings. A question was asked yesterday with regard to this, and I think about one third of the county has changed hands within the last 50 years, so far as I can gather.

19,450. There is a large number of small holdings—held by small freeholders?—Yes, there is a large number.

19,451. Do most of them succeed?—Some of them do and some of them do not; it depends largely on the man.

19,452. Are they mostly a failure or not?—No, certainly not, not so far, but they have not felt the pinch yet.

Lord *Kenyon.*

19,453. Some of these big sales have taken place recently?—Yes, they began to any extent in 1854. They have been going on, I cannot tell you exactly, but I should think to the extent of about 1,000 acres a year since that, sometimes more and sometimes less.

Chairman.

19,454. Then the farmers work very hard. We have heard a great deal about that, and I do not think we need trouble you with regard to it?—A great many of these farms have been sold at a profit, and the rents have been raised almost invariably on sales.

19,455. I suppose with regard to the hired labourers it is the same principle as we have had in other parts of North Wales. Do the married men live in the houses?—I should say this: there was a question insisted upon yesterday that there are a great many men who have no children, and women too for the matter of that, who get on with their farms just as well as those who have children. I can give instances of a great many.

19,456. Now with regard to cash wages, what do the labourers get?—I made it out for Mr. Lleufer Thomas on the Labour Commission (and that will tell you exactly) that they get from 36*l.* to 40*l.* altogether.

19,457. As to perquisites?—They come altogether to about 42*l.* to 48*l.*, adding it up.

19,458. I suppose the chief fluctuations in wages during the last 50 years are about the same?—I can give them from 1837 if you like.

19,459. Will you put those in?—They are as follows: 1837, 9*d.*, 10*d.*, and 1*s.* 6*d.* in harvest; 1844, 14*d.*; 1848, 16*d.*, 1*s.* 6*d.*, and 1*s.* 8*d.*; 1854, 1*s.* 4*d.*, 1*s.* 5*d.*; 1867, 1*s.* 7*d.*, 1*s.* 8*d.*, 1*s.* 10*d.*, 2*s.*; 1870, 1*s* 10*d.*; 1873, 2*s.*; 1881, 2*s.* 6*d.*

19,460. Is the accommodation provided at farm-houses for male labourers good, bad, or indifferent?—It is very variable. A great many of them are fed in the houses; most of them are fed in the houses; and then they have what they call the "brews"—the back kitchen or lower kitchen is their sort of mess-room. In some places they are very comfortable, in others they are not so comfortable. It depends very much upon the farmer.

Chairman—continued.

19,461. The women sleep in the house, I take it?—The women sleep in the house, and their accommodation is good.

19,462. The women's accommodation is good, and the men's is bad?—The men's is not so good, but it is not entirely owing to the farmer's fault. The men are such ruffians; they will break or spoil anything in the shape of furniture which is put into their rooms. When Mr. Lleufer Thomas went round we visited many sleeping places, and it so happened that we saw a man doing mischief in one.

19,463. When you talk of a ruffian, you mean a man of rough manners, I suppose?—Yes, kicking things to pieces; they have rough manners.

19,464. Ruffian is a strong word?—Well, call him strong man—anything you like, a rough "un."

Mr. *Grove.*

19,465. Do you mean the men do wilful damage?—Certainly I do. They break things; if you put pots and pans and things of that kind into a room like that, you will find them all broken in the morning.

Chairman.

19,466. With regard to the condition and construction of cottages, will you please tell us about that?—Do you mean as to the cost?

19,467. Is the condition of cottage accommodation better than formerly?—It is better than formerly, but as a rule it is not good. Most of the old cottages at any rate only contain one or two rooms, and then they have wainscot beds like they have in Scotland—box-beds or shut-up beds. The floors are bad and damp; there is insufficient light in the room, and insufficient ventilation, and the standard of comfort is very low; but as a rule cottagers prefer to live in a miserable hut at 6*d.* than to pay 1*s.* a week for a good house. Upon the question of cost of cottages, I may say we have built a good many cottages, and I do not think you can make a decent cottage under 120*l.*

19,468. Have you got any gardens to those cottages?—Yes, almost invariably there are gardens, my Lord.

19,469. Are there any allotments?—No. When I say there are none, I mean all through the country there are none, but near Aberffraw there is a village of 85 houses, which are almost all occupied by labouring men, and they have got gardening plots from half an acre to a little more. There are 40 of them, and there are cow plots, or cow fields varying from 4 to 7 or 8 acres, apiece.

19,470. With regard to ownership and tenure, how are those cottages held?—They are as a rule let with the farm, except in the villages. The whole of the tenants at Aberffraw are tenants in chief, and they pay direct to the landlord; but on the farms as a rule they are let

Chairman—continued.

to the tenant, and he sub-lets. It is very hard to get men to live in cottages on the farms; they prefer going to the villages. They are more independent, they say, and the wives like it better.

19,471. Who live the hardest. Do you think the small tenant farmers do?—The small tenant farmers do, by a long way.

19,472. Do you think the labourer is better off than the farmers?—Certainly, I think so.

19,473. Except in regard to house accommodation?—Except in regard to house accommotion.

19,474. Is there much migration in your district?—There is continual migration, and there has been as far back as I can remember. Almost all the artizans go to the towns, mostly to Liverpool, and they become joiners, carpenters, jerry builders, and assistants in shops. I believe in many of the large drapery establishments in London, the assistants are mostly Welshmen, so I was told. Then they go to mining districts, quarries, to the colonies as farmers, and to all parts, in fact.

19,475. When did trade depression begin in your district, in your opinion?—About 1880 to 1883.

19,476. What are the principal causes of that depression?—I believe the first cause with us was bad seasons; then came foreign free competition, because I make it out, that foreign stock and corn pay no sort of taxation, Customs, or local rates, whereas the home-grown produce is very much over-burdened with local rates. We get very dear labour, and the strikes upset everything. Owners and farmers are more affected than labourers are.

19,477. Can you suggest any remedy of any sort?—Only the usual remedies which are suggested. If trade would be improved somehow by opening up new markets for manufactured goods, so as to raise the price and the demand for raw material, such as wool and other farm produce, I think it would be beneficial, and it would increase the wage-earning power and the purchasing power, and raise the price of butter, milk, and other produce by improving the labour market. I should also, somehow or other, suggest that the local taxation should be relieved by making personalty bear its share of maintaining the poor, the roads, sanitation, and education. As I said before, houses only should bear the sanitary and education rates. I should like to say that I do not go in for protection in any way, but it seems to me quite suicidal to handicap our home land produce. Compare it in this way, I think I am right in saying (I have asked many farmers about it) that supposing you sell a three-year-old bullock for 20*l.* he will have paid in local taxation by the time he is sold for 20*l.* at three years old, from 2*l.* to 2*l.* 10*s.*, that is 11 per cent. on the value of the beast; whereas the foreign animal does not pay any taxation at all; you bring him over to Liverpool all the way from New York for 35*s.* and then

Chairman—continued.

send him from Liverpool to London for another 35*s.* Comparing that with the taxation in foreign parts so far as I have made it out—it is not original of course—we will take India, where there is one per cent. on produce; the Western States of America three per cent., including local and Imperial taxes, or whatever they call them in America, all United States rates; then Manitoba one per cent.; New South Wales, there is no local taxation; Victoria and South Australia about one per cent.; New Zealand one per cent.; whereas in England the owner, who is also the occupier, pays 20 per cent. without reckoning any death duties It seems unfair that the land should pay so much for the education of men who become clerks and tradesmen. It is unfair that land should have to keep up the Navy to protect ships from bringing produce cheaper than English land can grow it, and lighthouses in order to keep those ships safe; whereas the ships contribute nothing in the shape of local burdens, and sailors' wives and orphans have to be kept by the land out of the poor rate. Then again, land has to pay for police to protect personal property which alone can be stolen. I myself should suggest that ships should pay a tonnage rate of about 1*s.* a ton or something of that kind towards the Navy, so as somehow or other to relieve the land from all these burdens.

19,478. Are the general relations between your landlords and tenants friendly?—They are very friendly generally, particularly on the old family estates, but I should say that a certain section of the Welsh press, represented by the Genedl, the Baner, and Celt, have done their utmost to create bad feeling by painting landlords as villains of the deepest dye, and suggesting that they should be annihilated and swept off the face of the earth without trial or hearing. I venture to put in a few specimens of this scurrilous literature, with translations for the use of the Commission from the above-named papers. See 20,18

19,479. What have you spent in 19 years in repairs and improvements?—On the Bodorgan estate we have spent 19,400*l.* in 19 years, and no interest has been charged for money spent in this period, except in one or two special cases.

19,480. I suppose families have held farms for generations?—Well, I cannot find out how long they have been upon farms, but I know there have been several over 200 years, and a great deal more than that, perhaps, because all I can find out from them is that their great great grandfathers and so on, have been there, but they cannot remember dates. I know of my own knowledge that there have been 28 families over 100 years, and most of those have been over 200 years, but I have no further record than going back to 1783. There have been 10 families over 75 years and 19 over 50 years. I have some general remarks to make, my Lord. I do not know whether you wish to hear them.

Chairman—continued.

19,481. I think you have gone very fully into it already ?—I cannot understand the increase of rents in Anglesey compared to other counties.

19,482. Have you any reason for it ?—I believe there is some sort of reason for it.

Chairman.

Lord Kenyon will ask you about that.

Lord *Kenyon.*

19,483. When you refer to the increase of rents do you mean that paper which was put in ?—Yes, that return.

19,484. You are aware that that does not include agricultural rents only ?—I do not know what it includes ; I want to find out.

19,485. That is a very difficult matter to do ?—Nobody seems to know.

19,486. Have you any other remarks to make about that ?—Yes, I have got evidence with regard to two very interesting reports, I do not know whether you are aware of them. One in 1794 is by Mr. Kay to the Board of Agriculture, or to the head of the Board of Agriculture, Sir John Sinclair, who was the head of the Board of Agriculture in those days ; and the other book, which I have here, is by Mr. Walter Davies in 1810, who reports to the same Board.

Mr. *Richard Jones.*

19,487. What do you mean by the Board of Agriculture ?—There was a Board of Agriculture in those times ; it lasted a very short time, but it did a great deal of good while it lasted. This is a book by Mr. Walter Davies, drawn up in 1810, published by order of the Board of Agriculture and Internal Improvement. This gives you a very good account of agriculture in these parts in those days. He says in those times there were experiments made in Anglesey, and he mentions the landowners who let their land on leases at very moderate rents. All those leases were really for building ; they were almost at ground rents, and then as I say, when we get to 1840 or 1850 the rents were raised ; the landlords had to do all the improvements, the tenants were bankrupt, and the buildings were nowhere, and then money had to be spent on them, and the interest was charged, and the rents went up. Then there came to be all these sales, and the income tax, as I know, being a commissioner of taxes, is raised on the interest. The Inland Revenue Office are now very much more particular than they used to be when I remember, 30 years ago. There was no income tax paid then on interest—on borrowed money. They did not know anything about it ; but now they are much sharper than they used to be, and I do not think anybody escapes. I daresay you know that this is so ; if a man borrows 1,000*l.* on his farm he may pay 40*l.* or 50*l.* interest, and he has to pay income tax on that, and get it back again from the mortgagee, that is included in the rent returns ; and whereas he was only paying 20*l.* rent he then has to pay 40*l.*, and that at once appears in the income-tax returns.

Mr. *Richard Jones*—continued.

19,488. Do you think there is any room for improvement in the way that farmers cultivate their lands ?—Well, some farmers farm very well ; and some badly.

19,489. Then there is room for improvement ?—There is room for improvement, no doubt.

19,490. They would compete better than they do, if they would farm better ?—Yes ; but then it is so disheartening if they have to pay everything out in rates ; they are handicapped and overloaded to begin within.

19,491. Do you think these experiments of the Bangor College are doing any good ?—I think they have taught a good many things that ought not to be done ; I do not know whether they have taught things that ought to be done ; they may in time.

19,492. Have they taught anything with regard to the use of manure ; have the farmers opened their eyes in the country round about ?—In a way ; but I think the farmer himself is the best man to find out experiments, and he can open his own eyes.

19,493. There has been a certain amount of discussion about it at the Bangor College ?—Yes ; there has been a certain amount of discussion ; and it has done a great deal of good ; but I think you will find that a farmer will treat his own land with anything in the shape of manure better than anybody else.

19,494. You made some remarks with regard to permanent pasture ; you said you did not think it cost much more in Anglesey to lay it down than rotation pasture ?—Yes, it is owing to the climate ; you would be surprised to find it is so.

19,495. I suppose it is so in this particular part of the country ?—Yes ; the ground gets covered with good grass in six or seven years. You know that there is a saying that "making a "pasture breaks a man, and breaking a pasture "makes a man" ; but it is not so here. I do not think there is any landlord who binds his tenant not to plough certain fields. Of course they do keep fields about the house, but they are not bound to.

19,496. Is there much sub-letting of grazing here ?—There used to be a great deal ; the land used to be let by auction, but not on the Bodorgan estate. The land used to be let as high as 6*l.* or 7*l.* an acre, but they have gone on letting. There was one thing I should say : the cultivation of arable land is good ; but grass land is neglected. People seem to think that grass land will do for ever. All these grass lands have been let for cattle, and they have been so depreciated that grass land is let for much less than it used to be. Of course prices are lower too.

Mr. *Griffiths.*

19,497. What do you consider the expense of building a farm cottage, may I ask ?—It varies so much ?—Of course, we have found that of

Mr. *Griffiths*—continued.

those built near Bodorgan, including cisterns for rain water, and everything put together, building four cottages cost 166*l.* a-piece; but those are very good cottages. I do not think you could build a decent cottage under 120*l.* I know a man who did build one, as he said, for 20*l.* and I know the cottage too.

19,498. I would not like to live in it?—Nor I; I do not think he put anything down for haulage, and I think he had got the quarries. He burnt lime himself; he was a lime burner, and he kept no account at all, in fact; but I dare say he paid in wages only 20*l.*

19,499. Have you ever seen basic slag applied to the land?—Yes, I have used it myself; most people have used it.

19,500. What effect has it?—A very good effect.

19,501. Do you say that there is an increase in the growing of turnips?—Yes.

19,502. How are they hoed; do the labourers hoe them?—No, you cannot get labourers to do it, and by the piece in overtime; and it is agreed that you cannot get boys because they keep them in school. It is all done by horse hoeing.

19,503. But still you have to hoe besides horse-hoeing?—Yes, but my own farm is very stiff clay, I do not know what your farm is like. If you take a hoe on my farm you would scratch up all your turnips, it has to be done by finger and thumb. You cannot do it by the hoe.

19,504. What I am surprised at is, that there is an increase in the growing of turnips, when the expense is so much more than it used to be?—Formerly there used to be fallowing—summer fallowing, and there is none now, and that is the only way we can keep the land clean by keeping green crops and hoeing them.

19,505. But still I look at the expense of doing it when you keep a man at 15*s.* a week?—But it is done by boys; we only pay the boys from 10*d.* to 15*d.*, and then we do let it by piece-work.

19,506. Sometimes you do that?—Yes; when they like to take it.

Lord *Kenyon.*

19,507. Do Irish labourers come over for that purpose?—No, very few; not worth talking of, or taking into account.

Mr. *Griffiths.*

19,508. Do you recommend that the gates should be repaired by the tenants?—I believe so, because, I think, they take more care with them then. I find it is the same with the ovens in cottages where the people live for a long time; if you give them an oven it will burn out in a week, and if it is there, and they have got to pay for it, it will last for years.

19,509. Then, with regard to the walls, and so on?—They are generally stone; the timber will not last.

19,510. You speak about the period for exhaustion; does that apply to the other farms on the estate which you are on?—A great many have adopted it. I should say that comes from the Act of 1875, more or less.

19,511. It is rather new to us?—It was adopted from the Act of 1875, but it was always more or less a custom on the estate to give them as good as a 21 years' lease; that was the idea.

19,512. Tenants as a rule get compensation for any permanent improvement they make on your estate?—There were sales two or three years ago, and we paid them large sums of money in compensation. I have got the list here.

19,513. You say they are slow to give notice of any improvements?—They are stupid. They trust to the landowner's honour entirely, and I cannot prevail upon them to give notice.

19,514. Does it not arise from the fact that they do not like to displease the landlord?—Oh, dear no; they have only to send me a halfpenny card, and I shall be there the next day. That is all they have to do, and they will not spend a halfpenny to save 5*l.*, a great many of them.

19,515. Then you spoke of a system of valuation; what system of valuation do you recommend?—That is the question. It has puzzled us all through Anglesey. At present it means this, that each party appoints one or two or more valuers, and the outgoing tenant's valuer values the thing about one-half too high, and then the incoming tenant's valuer values it about one-half too low, and then they appoint an umpire, and they drink a bottle of whiskey, and he splits the difference. That is my opinion. I know there would be objections to this statement, but it is the fact.

19,516. Then you do not consider that the present valuers are really competent?—They are competent, but I will not say more.

19,517. With the bottle of whiskey in them they are?—The whiskey helps them.

Mr. *Grove.*

19,518. Have you any teetotal umpires?—I have no doubt there are, but I do not think they get much custom.

Professor *Rhŷs.*

19,519. Who provides the whiskey?—The outgoing tenant. It is his interest to get as much as he can. The valuation is held in his house.

Mr. *Griffiths.*

19,520. Have the tenants generally on your estate suitable accommodation for the rearing of poultry?—It is only some few people who care about it. They have poultry houses where they ask for them, but, as a rule, the hens are in the cart sheds, and in the rickyards, and all sorts of places.

19,521. Then you consider that there is a great deal of room for improvement among the farmers in that respect?—Certainly. The cottagers do much better with poultry than the farmers do.

Mr. *Griffiths*—continued.

19,522. They have studied poultry keeping more, you consider?—The way is this: the farmer keeps the corn, and he objects to his wife having much for the poultry, as he wants it all for his horses, and to sell, and the farmer's wife has to steal it in fact.

19,523. Do you think the farmers' wives could keep more poultry if their husbands allowed them?—That is a matter between the husband and wife. I do not interfere, and I do not keep any myself. I am not married.

19,524. Have the farmers' sons taken to these experiments?—Yes; they have attended lectures; and I should think I have seen as many as 70 present in the next room.

19,525. Are there many experiments upon land in this neighbourhood that we could see?—Yes. There is a gentleman in the room here, Mr. Priestley, who had experiments at his farm, and there are others.

19,526. How far off?—Close by.

19,527. If you can let us have the particulars, I should be very pleased, because if we have an hour to spare, I should like to see them?—I have a list; it is in English and Welsh, and it does not mention the places. (*The witness produced a list.*) I do not think any of these happen to be near here, but Professor Gilchrist will show you all this much better than I can.

19,528. He comes at the end of the week, and we should not have a chance to see them?—Here is a list of the College Lectures too, which I put in. (*The witness handed in the list.*)

19,529. Do you not consider that landlords should insure buildings, and that it is enough for the tenant to insure his stock?—No, they take more care a great deal; if they have to insure, they are more responsible. They take a great deal more interest in it. The amount is very small.

19,530. Supposing a place is burnt down, I should think that the landlord would step in to see that the building is put in good order?—They are insured in the name of the landlord and tenant.

19,531. You speak in your evidence of some farms being sold as high as 70 years' purchase?—Yes.

19,532. It sounds an enormous amount?—They are small places. I can give you the name if you like.

19,533. How do you account for it?—I cannot account for it at all; the rents were very low, that is all. I can account for it in no other way.

19,534. What is your experience of labourers keeping a cow. You mentioned something about it before. Do you not think it is recommendable for labourers, as a rule, to have a cow pasture on the farms?—They are not on the farms; they are detached. There were two small tenements, and the buildings were very bad and tumble-down, so that instead of rebuilding those, I divided them into nine plots quite apart. They are near the village of Aberffraw, or within a mile, or a mile and a half of the village. Then they had a cow-house and

Mr. *Griffiths*—continued.

buildings attached to their houses. We built the cow-houses for them.

19,535. How are they doing?—They are doing very well from what I hear; they pay their rent regularly. There is not a single penny in arrear on the whole estate. In fact, they wanted to sub-let at a profit, only of course I would not allow it.

19,536. Quite right. Then you think it a hardship that the land should pay the sanitary rates?—That it should pay in full the same as houses do.

19,537. And in this neighbourhood they do pay just the same as house property?—In the rural sanitary districts they do, but in the town you are in now, for instance, there is a Local Board, and the land there does not pay as much as the houses; I believe it pays only one-fourth.

19,538. As a rule we have found where we have been that there is not much inspection in the rural districts?—There is none; there are no byelaws, I should tell you, in the Anglesey Union. They are talked of, but I do not know whether they will ever be passed.

19,539. Have you provisions in your towns and markets, for selling cattle by weight?—No, nowhere.

Mr. *Richard Jones.*

19,540. You mentioned that the buildings were insured in the name of the tenant and of the landlord?—Yes.

19,541. Supposing that one of those ruffians, as you called them, came across and set fire to one of those buildings, would the tenant have to bear a share of the cost of the erection?—We should get as much as we could out of the insurance. The thing has happened, and then the landlord re-built the buildings entirely at his own expense. The same thing happened to a mill also; in that case the tenant insured quietly without telling the landlord, and the landlord insured without telling the tenant. The miller set the mill on fire, and the landlord re-built it and got the money from the two offices.

19,542. Could you supply the Commission with the names of the places where these agricultural experiments are made?—I have given some of them.

19,543. We might see them. You say in this statement that lessees are the worst farmers?—I say they were, I think—the old lessees—I do not say they are.

19,544. What was the reason?—I really cannot tell you, except that it was a fact. I know a case in my own neighbourhood where there was a lease granted in 1780 or 1790. It was one farm originally, and they built half a dozen little homesteads on it, and at the end of the lease there were two of the families living in huts on the place and obtaining relief from the parish.

Mr. *Grove.*

19,545. What length of lease was it?—A lease for lives and years; it lasted about 70 or 80 years, I suppose.

Mr. *Richard Jones.*

19,546. Do you think it was because of this that the tenant or the lessee considered it was policy for him to get as much out of the land as he possibly could, and then at the end of the tenancy it would be depreciated of course?—As a rule, it was let to a man for his life, and his son's life after him, and perhaps two sons, so that he would be cutting his own throat, would he not, if he did that.

19,547. You are referring to long leases?—Yes, long leases. I do not refer to 21 years' leases.

19,548. You could not supply any reason why it should be so—that lessees are worst farmers?—No, I really do not know. I cannot account for it. They ought to be better farmers, but they were not as a rule.

19,549. That is what I thought. You say that changes in tenancy are if anything, less frequent in prosperous times. Then, according to your admission, the times are anything but prosperous?—I never said they were not. We would not allow 20 per cent. back if that were so, you may be sure of that.

19,550. I think with regard to the agreements you made a statement to this effect—that none of the penal clauses are ever enforced. Is it because they are generally observed?—No, I never ask any questions.

19,551. There are breaches of the clauses?—I have no doubt there are, but if anybody asks to do a thing they are allowed to, and I dare-say they do it without asking. There has been no notice taken of it whatever. The agreement is not intended for a good tenant; it is intended for a bad one, in order to check a bad one.

19,552. Do you supply all the tenants with a copy of the agreement?—Anybody who asks for it, and the larger tenants. As I said before, we supplied a great many, and they were continually asked for, and they used to continually lose them. They can have them, whenever they ask for them.

19,553. Do you charge anything for them?—Oh, dear no, except for the stamping. The tenant pays about 1*s.* or 1*s.* 6*d.* for the stamping, and they are not charged anything for a plain copy, of course.

19,554. I think you said that in one case the rent was fixed by arbitration, and the cost borne by the landlord?—No, I said that the tenant said his farm was let too high, and then he asked me: Would you submit it to arbitration?" "Yes," I said. Then we agreed upon the man, and then the tenant said: "Well, I "will select three farms for him to walk over," and I said: "I will select another three," and we all three did walk over those farms, and the tenant's farms. I have the report, but I would rather not show it, because it is not favourable to the tenant.

19,555. What was the object of walking over these other farms?—To compare. He said his farm was dearer than the other farms, and, therefore, the only way of getting at the valuation was by a comparison. He selected his

Mr. *Richard Jones*—continued.

farms, and he said: "Mine is dearer than such "and such a farm." "Very well," I said, "we "will walk over them."

19,556. Who made this valuation of the Bodorgan estate in the year 1891?—He is a professional valuer, who valued most of this county.

19,557. Appointed by the landlord?—By the landlord. He had surveyed the whole estate before, so that he knew a good deal about it, and he has surveyed most of the county as well.

19,558. You say that the right of pasturage over common is never exercised by a large tenant?—No, I do not think it is. It is not worth their while. The Lord of the Manor himself used to exercise it. The place is wild and sandy with a little clover, which, if it was allowed quietness, would become good grass in a little time, but it is so terribly knocked about and messed up that it is good for nothing hardly, except for very small sheep.

19,559. You say in this statement that you will explain the practice as to services, other than payment of rent, rendered by the tenant?—It may appear so in the statement you have, but it does not say so in mine. I will explain them if you ask the question.

19,560. I should like you to do so?—First of all with regard to the mills. I say that they have to clean the mill streams, I explained it before, it was an old Welsh custom. It is rather going too far back to be of any real benefit; but, as you know, there were old Welsh tenures something in the shape of manors, and there was a mill belonging to the different manors. The tenants were bound to grind their corn at different mills, and they were bound also to keep the mill streams clear as part of their service, or as part of their tenantry, but now all the mill-grinding has been done away with, and any tenant can go to a mill off the estate or on the estate, or where he likes. The old custom however remains of certain farmers sending men to clean the mill-stream for half a day, or whatever time it takes. Instead of doing that now, as it has been so badly done, it is commuted to half-a-crown, and I let the job by contract. It comes at half-a-crown a man per day to about 5*l.* total.

19,561. I suppose the tenants have to bear that expense, although the stream does not run through their farms?—It does not run through their farms at all. It is in the old original manor, or ville, whatever it was.

19,562. You say that the effect of consolidation on production is that farming is better than it was, and there is less waste in fencing yet you say that small holders stand depression better?—I do.

19,563. How do you account for that?—Because, as I said before, they do not trust to their servants; they do the work better themselves, and they do not pay so much for hired labour. As we all know, it is almost impossible to get servants to be careful; they waste every thing.

Mr. *Richard Jones*—continued.

19,564. Then small farmers would do better?—I say they are far better. I have said so all along.

19,565. You say it with regard to farms that have been consolidated, and I should think, that farms that have been consolidated are naturally larger?—I do not, indeed. If you will refer me to my statement, I will tell you what I do say.

19,566. It occurs under the heading of "Production?"—I state there who stands the depression best. That is what I am referring to.

19,567. No, I refer to where you say that the effect of consolidation on production is that farming is better than it was, and that there is less waste in fencing?—So there is.

19,568. Then you go on to say that the small holders stand depression better, because they cultivate better?—No, I do not, indeed.

19,569. I understood you to say so?—Excuse me, I read it from this. The small holders stand depression better, as they employ less paid labour, live harder, and are more economical; they trust less to servants, who as a rule are extravagant in fuel, food, and fodder. That is what I said. I read it from this statement.

19,570. Well, I suppose we may take it as they trust less to servants, that the farmers prefer to do it themselves; they do the work themselves, do they not?—I do not say they do not. I do not understand you. I say that the farming is better in the country generally, owing to consolidation, but I say that the small holders suffer less than the large ones because they do not pay so much money out of pocket.

19,571. Because their children are employed on the farm, is that so?—Sometimes they are; sometimes not; they very often are. The children of small farmers very often go to service, as often as not; they are much wiser to go, too.

Mr. *Grove.*

19,572. You say that there is no demand for leases; one could understand that there would be no demand for leases just now, but say during the last 20 years, why has there been no demand for leases in your opinion?—Well, there has been none. I have not been asked for a lease except in very few cases. There was only one lease really asked for, and that was granted. I suppose it is the sort of habit of the country. I cannot give any other reason.

19,573. Do you think there is sufficient agricultural labour upon the land now?—Do you mean to ask whether sufficient men are employed or whether there are sufficient men to be employed?

19,574. Whether there are sufficient men employed?—In some places not.

19,575. Do you think the shortness of cottages would account for that, to some extent?—No, I do not, because the farmers could not get the men to live in their cottages, and the cottages have been allowed to go to ruin. The men prefer to live in the villages.

Mr. *Grove*—continued.

19,576. You think then that the reason of the cottages having been allowed to go to ruin was because they could not find men enough to occupy them; is that it?—The population of the county is getting less and less every 10 years. It is no use having houses, when there is nobody to live in them.

19,577. You speak of the children of the larger farmers becoming doctors and lawyers; is there very much of that, or is it exceptional?—Oh, no, it very often happens.

19,578. Would you say it is the rule?—I suppose not the rule, but it very often happens.

19,579. The rule rather than the exception, you think?—I think so in many cases.

19,580. You have given us one point as to the railway rates. Did you pay 16*s.* 10*d.* for sending a sheep to Chester?—No, bringing a sheep from Chester.

19,581. Do you know the distance?—It is about 80 miles.

19,582. What would be the legal charge of the railway company?—I do not know. I have no doubt it was a legal charge, but it seems an immense sum. It is 19*s.* from Shrewsbury. I often buy rams in Shrewsbury and bring them over, and it costs 19*s.* to bring a ram from Shrewsbury.

19,583. Here is a small book which I referred to before, in which the matter has been dealt with, I think in rather a facetious manner by the gentlemen of the Press; still there it is. There is the Board of Trade book which gives you the actual rates that the company can charge. This book can be obtained for 1*s.* any day. I find that for a sheep they can only charge you three farthings per mile?—I should state this. The sheep was bought at the Chester Show. Therefore they charge something extra for taking it from the show ground to the station, but I cannot get at the exact charge.

19,584. But it appears to me that this is a most unreasonable charge, and as far as I can see one that is far above their maximum power?—I inquired at the time and I could not make anything of it.

19,585. It is far over their maximum charge. I do not think that for 80 miles they could charge you more than 6*s.*?—You must remember that a ram is not a sheep, you must look under the heading "rams." I forgot that. They charge twice as much for a ram. I think the same as a horse. If you look under the heading "rams" you will see. This ram was "commended" at the show.

19,586. Yes; I suppose a ram is more valuable. Now you do not want to throw any sort of discredit upon the teaching of the Agricultural College from a scientific point of view, do you?—Oh, dear no, I encourage it.

19,587. Would you say that the farmer now knows better than any one else what to do with his land?—On his own farm?

19,588. On his own farm?—On his own land he must know, no doubt.

Mr. *Grove*—continued.

19,589. You think that the science of chemistry may be of great service to a farmer, do you not?—Yes, I do of course.

19,590. You speak of the advantage of basic slag for instance?—Yes.

19,591. And that has been, of course, discovered purely by the chemist?—Yes.

Professor *Rhŷs*.

19,592. Yesterday we heard about cottages that could be built for 60*l.*; a gentleman gave evidence to that effect. Those were cottages of a very humble kind, but I find from the report of the Assistant Commissioner to the Royal Commission on Labour, that cottages can be built for even less than that. Let me read you an extract from his "Report upon the Poor "Law Union of Anglesey." He says, "Accord- "ing to a practical mason of much experience, "the expense of building a cottage of the "ordinary type, with a half loft and earthen "floor, would be about 50*l.*, and a rent of from "2*l.* to 2*l.* 12*s.* would be usually paid for it." Do you know of any cottages like that being built?—I told you that I know of a cottage the owner of which said that it only cost him 20*l.*

19,593. But what would it be like?—Well, it is a cottage I suppose about 20 feet or so outside—20 feet by 15 feet.

19,594. That would be something like what Lord Stanley has described as a square box, with two holes in it?—Well, it had three holes in it, a door, a window, and a chimney, and two or three holes in the floor.

19,595. Then perhaps it might cost more. Then the Assistant Commissioner gives in his appendix the items for two cottages which come to 65*l.* each, only I think there is no charge made for stones, sand, or gravel, except that of raising or carting them. Could that apply to your district, from what you know?—I think it is possible to build some sort of a house, but I should not like to expect any one of my men to go and live in such a house. I have three cottages myself on the farm.

19,596. The cottages you build are more commodious?—A great deal, yes; they have four rooms in them and a little back kitchen.

19,597. What about the cottages at the village of Aberffraw?—Those were built long long ago under old leases and they are very bad, most of them.

19,598. Are they in a good sanitary state?—They are getting on by degrees. We spend about 100*l.* a year on them, mostly in sanitary arrangements.

19,599. Does the sanitary officer visit them every now and then?—I try to get him to go very often, but he will not go.

19,600. He is too much afraid of the state of his own health probably?—Well, he is very careful.

19,601. What about the village of Aberffraw. Have you had epidemics or fever there lately?—There was German measles, I think, about two years ago.

Professor *Rhŷs*—continued.

19,602. Was it serious?—Well, I really do not know. I think it was made more of than it really was.

19,603. How do you mean; did it get into the newspapers; did the journalists get at it?—There was a great deal of talk about it. I do not think it was so serious as the people made it out to be. It is the people's habits that is the difficulty. They keep ducks there. They are very fond of keeping ducks, and the floors are made of mud, and they will make duck ponds inside their houses; they feed the young ducks in those duck ponds inside. No matter how good a cottage may be, if people will keep their poultry and their filth in the house in that way you do not know what to do with them. It is hopeless. Yet if I turned out a person because he had a duck pond in his floor, I should be called I do not know what,—a regular brute.

19,604. Do you think that with a better class of cottages with wooden floors, and so on, they would manage to have duck ponds inside?—Well, I think they would make a hole in the floor; they would have a duck pond.

19,605. Suppose the duck pond was made for them in the back yard?—There is the river close by. The idea of having these duck ponds and keeping the ducks in their own houses is because otherwise their neighbours would steal the ducks, therefore they like to keep the ducks in their houses at night. I am talking of facts now. I am not joking.

19,606. Suppose there was a proper place for housing the ducks, and so on, then they could lock them up at night, could they not?—There is really no room in the town to make outhouses to every cottage. They will keep animals of all kinds, although they have no accommodation for them.

19,607. What about the police regulations. I suppose you contribute towards the expenses of the police?—Oh, yes. I complain that we pay very highly for the police.

19,608. Does a policeman ever visit the village?—Yes, and if he interferes, he gets a black eye; that is the result generally; and he runs away.

19,609. And this all happens in the ancient royal village of Aberffraw?—Where brave Prince Llewelyn once resided.

19,610. And possibly a much greater Prince than he, Maelgwn Gwynedd. Now, what about the accommodation in the farm-houses on your estate. Where do the farm servants generally sleep?—We always build good rooms for them outside.

19,611. Outside?—Yes, with separate entrances from the outside.

19,612. Have they any sitting accommodation?—They have rooms where they can do what they like. They are supposed to be in the house. They may be there if they like till half-past 9; they can smoke and do any mortal thing they like, sing, and make any noise they like.

Professor *Rhŷs*—continued.

19,613. The rooms in which they sleep have no fireplaces?—No, no fireplaces in bedrooms.

19,614. Do the farmers welcome them to their kitchen, excepting when they are eating?—Well, some farmers do, and some do not.

19,615. What is the result of that?—I can refer to an extract I have from one of Ap Ffarmwr's letters, if you like, which will give you an idea.

19,616. Perhaps you have given it already?—I have put in the letter.

19,617. Very well. The having their sleeping accommodation outside the farmer's house does not help the farmer to have any control over them at night, does it?—The farmer does not control them.

19,618. What would they do?—They would go away, or knock him on the head.

19,619. Where do they go?—Heaven knows.

19,620. Do they become a nuisance to the neighbourhood?—Well, yes, in some places they do. They go larking about at night all over the place, pulling people's gates off, and putting them in the roads.

19,621. This brings us back to the question of police efficiency, does it not, somewhat?—Yes, of course it does, unless you go on deeper principles. I think they ought to be better taught somehow. I do not know how it is to be done.

19,622. Does this state of things lead to any serious result?—Do you mean morally?

19,623. Morally?—Oh, yes, the number of bastard children, and so on.

19,624. Is what?—Bad.

19,625. Is large?—Yes, I cannot compare it with England, but it is large.

20,190. 19,626. How does it compare with other parts of Wales?—I could tell you to-morrow. I have not got the figures here.

Sir *John Llewelyn.*

19,627. Can you tell us the average rent?—16*s.* 7*d.*, but then there is 20 per cent. off, and that reduces it to 14*s.* 3*d.*

19,628. You were asked about reductions or abatements, and I understood you to say that reductions had been going on over a series of years. You say that there have been three permanent reductions?—Yes, 20*l.*, 23*l.*, and 18*l.* permanent and yearly returns or abatements.

19,629. Are the farmers, in consequence of that, able to get any reduction in their assessment?—They ought to be. I have had—at least, I have not had myself, but I have seen Counsel's opinion to that effect—that an Assessment Committee is bound to reduce the rateable value according to the actual rent paid, but it is not done, It is the farmer's own fault for not appealing.

19,630. You would know, being Chairman of the Assessment Committee?—They must appeal, and go to the Quarter Sessions.

19,631. Now, I come to a rather important point. In speaking of co-operation among farmers, you say, "There was a society for purchasing and analysing manures; it used to advertise and receive tenders, but a local firm invariably secured the orders, and offered the same terms to non-members, and so shut up the Society"?—Yes.

Sir *John Llewelyn*—continued.

19,632. Is it your opinion that there is a want of such a Society still?—Oh, a very great want.

19,633. Do you not think that that want will be met by a recent Act of Parliament—the Fertilisers and Food Stuffs Act—which has been passed recently, I think?—The difficulty is to get anybody to take action.

19,634. The county councils under that Act (I think it has been passed, and comes into operation on the 1st of January next), may be called upon to appoint a district agricultural analyst?—Yes.

19,635. Do you think that that will be advantageous?—Well, if he is kept up to the mark, and if work is given to him, it will be advantageous; but many of these public officers are appointed, and no work is given to them.

19,636. Probably the public are hardly aware that this Act has been passed, and it is a very good thing to call their attention to it?—I am only comparing it now with the operation of the Adulteration of Food Acts and so on. I do not think there have been any convictions in Anglesey.

19,637. Would you give us your opinion as to a Land Court, as that has been so much talked about?—I really know nothing about a Land Court. I am too busy to have read anything about it, and I know nothing about it. If one only knew what was the scope of its action one might say something, but I really know nothing about it.

19,638. In your experience have you seen any instances of a want of greater fixity of tenure than exists now?—Of course the difficulty is when sales takes place. There is no doubt that tenants do lose a great deal of money when sales take place, and they get no compensation.

19,639. When sales take place, you think instances have been known of the tenants having to purchase, or other people purchasing, upon the tenants' own improvements?—Well, I suppose it comes to that. What I mean is this, that they ought to have some payment for what they have spent on the land.

19,640. I observe what appeared to me to be a little discrepancy in your evidence, and I should like to have your explanation of it. Under the heading of improvements, you say that "Landlords erect houses, buildings, houses, and cottages"?—That is a mistake, I am sure it is not in my copy.

19,641. That is not correct?—No.

19,642. You are not responsible for this. This is merely placed in my hands, and is not what you read?—Certainly not.

19,643. Will you tell me what you did say?—Landlords build cottages, but not on the farms; there have been none built.

Sir *John Llewelyn*—continued.

19,644. On the estate for which you are able to speak, does the landlord erect the houses and buildings?—Yes, but it is a new practice. I see that in my statement I do say that the landlords "erect houses," but I should not apply it in that way. There have been no cottages built. Cottages have been built near the demesne, but there have been no cottages built lately on the farms.

19,645. I should like to have your correction as to what you said in answer to the question about compensation for improvements. You say in your statement, as I have it here, "On the other hand the landlord generally "has reason to complain of want of repairs?" —Yes, very often.

19,646. Will you explain that, because I think in the answer to which I referred a moment ago you said that the landlord erected the houses?—Erected, but not repaired.

19,647. Does he not repair now?—No, not as a rule. Any extensive repairs, or anything in the shape of renewing is done by the landlord, but any ordinary repairs, like pointing roofs, and that sort of thing, is done by the tenant.

19,648. The ordinary landlord's repairs are pretty well understood, are they not?—In Anglesey the tenant does all the small repairs; the rents are very low.

19,649. The rents are very low, and the tenant does the repairs?—The tenant does the little things. I know in England that if a nail falls out of the door, they send for the estate joiner. In Anglesey the tenant puts the nail in himself, or ought to.

19,650. Then, in consequence of the tenant doing those repairs, the rents are fixed at a lower figure than they otherwise would be?—Certainly, yes.

Mr. *Griffiths.*

19,651. I should like some explanation of the answer you gave about laying down land for pasture, and the price paid for seeding?—The valuers only allow the outgoing tenant 10*s.* an acre. That is ridiculous. It is too little by a great deal, if it is properly done, for seeds—young seeds. It costs me about 25*s.*, that is all I know, in seeds alone.

19,652. You cannot get them from any seedsman for much less?—Not if you get first-class seeds.

19,653. How do you find the land laid down for pasture. Does it generally come rapidly into pasture?—Yes, it is wonderful. With some land it is quite wonderful how soon it makes pasture where it is in good heart.

19,654. And it must be treated pretty well afterwards?—You must top-dress it in about six years or so.

19,655. It takes some time before you can get a good pasture?—Before you can get good fattening land it takes a long time.

19,656. In our part of the country, if you leave a square yard of ground without any seed, it will be there for seven years without a blade of grass?—It is quite different here. I do not know why it is, but if seeds have failed, the patches will all grow up in a couple of years with some sort of grass—not the best grass, but some sort.

Mr. *Griffiths*—continued.

Chairman.

19,656*a*. I have some questions put in by Mr. Ellis Jones Griffith: "Mention the clauses in "the agreement which you consider cumber-"some?"—I do not think I used the word "cumbersome." "Oppressive" was the word I used, I think.

19,657. Well, say oppressive?—The penalty clauses. They may be considered oppressive.

19,658. "Which clauses do you propose to "strike out of the agreement in future?"—I have not really made up my mind, but most likely Clause 4 will go out.

19,659. "Have you or Sir George Meyrick "ever taken advantage of Clause 9?"—Yes.

Lord *Kenyon.*

19,660. What was Clause 9?—About the dogs. About nine years ago some puppies were sent to be walked, and the farmers, those that I asked, were very glad to take them. Some said they could not take them, and they were not forced to take them. Prizes were given for the best walked puppies. I think nine dogs were sent in one year, and 12 in another year. It is entirely a matter of goodwill. This clause is kept from the old agreement, which was made about 40 or 50 years ago. Any damage that was done by the puppies was paid for.

Mr. *Griffiths.*

19,661. Do you have any bills for damages?—No, we do not want a bill. I pay them without having a bill sent in.

Chairman.

19,662. Further questions by Mr. Ellis Jones Griffith. "Has your attention ever been called "to a place called Fferam Fawr"?—Yes.

19,663. "Was there any difficulty about that?"—What sort of difficulty?

19,664. I suppose as regards Clause 9?—Not that I know of. I do no not remember that there was any difficulty.

19,665. "Have you supplied agreements "recently, and when, to tenants on the estate?" —Yes, whenever they are asked for. I cannot remember when, but almost every year.

19,666. "Have you given agreements to any "of the tenants who are to be called in the "course of this inquiry?"—I have.

Mr. *Griffiths.*

19,667. Do you have the agreements in Welsh and English?—No, only in English. I gave the reason—because it is almost impossible to get the equivalent in Welsh.

Chairman.

19,668. "Have you asked any of the tenants "to give evidence before this Commission?"—The tenants were all met together, and they wanted to know whether they had not better give evidence. I said: "You had better arrange "the whole thing among a committee of your-"selves," and I believe they have done so. I gave them copies, and all that sort of thing, when they wanted them. They lose their agreements—they are continually losing their agreements.

Mr. *Richard Jones.*

19,669. How was this meeting of the tenants convened?—I do not know at all. They did it among themselves. I was not at any meeting.

19,670. Who mentioned to you about it?—The way it was mentioned, to begin with, was in conversation after a manor court.

Chairman.

19,671. "Has their evidence been submitted "to you, or anyone on your behalf?"—No, not those tenants.

19,672. Any tenants?—Some. Some produced their evidence, and I said: "You had "better take it away. I have nothing to do "with it. Send it to the secretaries direct."

19,673. Then the answer to that question is, "No"?—Virtually no.

19,674. No tenants have submitted evidence to you?—The word "submit" is rather an awkward word. If you say "produced" to me, I say it has been, but if you ask has it been submitted to me with a view to revision, alteration, approval, or disapproval, I say no.

Mr. *Richard Jones.*

19,675. Did you read their evidence?—Certainly, the evidence of some of them.

Chairman.

19,676. "What are your powers in the selec-"tion of a tenant?"—Full, except this, that I made a list, and I keep it. I heard this morning, for instance, that a poor old tenant aged 81 had died; there are already three applications I had by post this morning. I keep the list open for about a month, inquiring into all the circumstances, and I submit three or four of those that I think are the best to the landlord, and he makes the selection.

19,677. "Is your recommendation always "acted on?"—No.

19,678. "If not, can you give any instances "in which your recommendation has not been "acted upon?"—I do not keep a record in that way. I destroy the lists, but the landlord, of course, sometimes knows of the people, and likes to put a man in that I have not thought of, perhaps a man with no capital, or something of that kind, that he puts in out of kindness.

Professor *Rhŷs.*

19,679. Did you tell the Commission just now how the translation of the agreements into Welsh was done?—Well, I can translate myself as well as most people.

19,680. What time do you give them to consider it. Do they take the agreements home with them before they sign them?—No; they know about the agreements on the estate, most of them. You very seldom get new men; they are almost all related one way or another, to one another. I practically never will let a man sign unless I go through the whole thing, but the general terms are as well known as the Bible.

Chairman.

19,681. "In how many cases have the servants "of your predecessors in the agency, or of "yourself, obtained farms on the Bodorgan "estate?"—There have been old servants, I suppose, half a dozen I should say in a hundred years. I cannot remember.

19,682. Your own servants?—Yes, they have been in service with me or my predecessors.

19,683. "Were tenants evicted to make room "for them?"—No, never.

19,684. "Can you give the names of the farms "upon which there has been a change of tenants "during the last ten years?"—If I had the paper I can give you the names. I have a note of all the notices to quit for the last 20 years.

19,685. Will you send them in?—I will give you a copy of them. I cannot now, because I did not know you would want it; but I have it among my papers. I may be wrong, but I think there are 23 notices in the last 21 years, that is to say, notices that have been acted upon, and there was a reason for every one.

19,686. "You say the estate was valued in 1871?"—Yes.

19,687. "Was this valuation made by a Mr. Algeo"?—Yes.

19,688. "Will you produce this valuation"?—I have got a summary of it here.

19,689. "Will you put that in?"—Yes. This is an extract from the valuations in 1871 of the Bodorgan estate. "Estate in 31 parishes in "Anglesey. Amount of valuation 11,754*l.* Let "under valuation for 11,255*l.* The valuation "gave an increase on the old rental of about "12 per cent. Let at about 4*l.* per cent. below "valuers' figures. The acreage was then "14,476A. 1R. 14P. It has since been increased "by purchases to about 17,000 acres."

19,690. "Has there been any valuation since 1871"?—No, no thorough valuation.

19,691. "Do you know how much money was spent on the estate during the last 19 years"?—I have got all the expenditure for the last 100 years, but I did not go into it. I have only been agent for 20 years. The reason why I began 19 or 20 years ago was that I was appointed agent about 21 years ago, and after that a large estate of 2,000 acres was bought.

Sir *John Llewelyn.*

19,692. You said just now that there were 23 evictions in the last 21 years?—You call them evictions, they were only notices to quit.

Sir *John Llewelyn*—continued.

19,693. 23 notices to quit that have been acted upon?—Notices that have been acted upon.

19,694 23 notices to quit that have been acted upon in 21 years?—Yes, I think it was so.

19,695. How many farms are there?—255.

19,696. So that that is about one a year over the 255 farms?—Yes.

Chairman.

19,697. "In the case of Bodelwa you have said you allowed the tenant to remain on the farm in face of an unfavourable independent report"?—I did not say so. I did not mention the place, to begin with. I referred to it, but I did not mention it.

Mr. *Richard Jones.*

19,698. Was that the case where there was arbitration?—Yes.

19,699. Did you not say that the tenant remained in the farm, and that you were satisfied?—I said that the arbitrator decided against the tenant, but I left him there. He is there now.

Chairman.

19,700. "Was the tenant so permitted to remain a Tory"?—I do not know what his politics are. I never inquired. I believe he is a Tory, but I do not care what he is. He has been there for the last, I do not know how many years, 30 years I daresay, and he has had a family of 18.

19,701. The question was "Was the tenant so "permitted to remain a Tory?" You say you do not know what his politics are?—I believe he is a Tory.

19,702. You believe he is a Tory, but you do not know for certain?—No, I do not know which way he votes.

19,703. Kindly simply answer the questions, because we have a heavy day before us. "In "the case of Treriffri did you refuse to refer the "question of rent to arbitration"?—Certainly I did. It was not a question of rent. It was a question of interest on outlay.

19,704. "In the case of Treriffri, did you "refuse to refer the question of rent to arbitra-"tion"?—It was submitted to arbitration finally, and decided on arbitration.

19,705. "Was the tenant of Treriffri, a Liberal"?—I do not know what he was. The tenant of Treriffri was an old lady, and women had no votes in those days. I really do not know what her politics were.

19,706. "Do you allege that all tenants on "the Bodorgan estate obtain compensation (full "compensation or otherwise, and how much) "for the improvements which they make on "their farms"?—May I ask this question. Does it mean in case of sale?

19,707. I suppose it means to put it in every way, in case of sale, or in case of the tenants being given notice to quit, or in case of their

Chairman—continued.

giving notice to quit?—If they leave they get compensation, but as long as they are sitting there, as a rule they do not, except by arrangement. It is matter of agreement.

19,708. Do they get compensation when they leave their farms?—Yes, compensation was given to all those who sent in proper claims, only in cases of sale. I have a list here.

19,709. "Will you repeat this statement "when your attention is called to the case of "Fferam Fawr"?—Oh, yes, there was compensation given in that case, according to the agreement.

19,710. Full compensation?—According to the agreement.

19,711. "Do you agree that some tenants on "the Bodorgan estate obtain compensation and "some do not"?—They get compensation if they have done any permanent improvements, and if they have not, they do not.

Professor *Rhŷs.*

19,712. But you mentioned just now "proper" notices, or "proper" something—proper applications, I think?—That is not on the estate, we waive that. That was a general question.

Chairman.

19,713. "Can you enumerate the tenants on "the estate who have obtained full compensa-"tion for their improvements"?—I have a list here in cases of sales, of 27 tenants who had compensation amounting to 1,169*l.* 13*s.* (*See Appendix.*)

Mr. *Grove.*

19,714. How many years does this run over?—In 1886 to 1889, the amount was 342*l.* In 1889, it was 795*l.* 10*s.* 6*d.*, and in 1890, 32*l.* 2*s.* 6*d.*, total 1,169*l.* 13*s.* 0*d.* That is of sales only.

Chairman.

19,715. "Have you any knowledge of the "political and religious opinions of the tenants "on the estate of which you are agent"?—I have no idea what religion they are.

19,716. Or politics?—I have an idea, but I never ask a man when a farm is let to him what he is.

19,717. "Have you ever let a farm without "knowing the religious and political opinions "of the successful applicant"?—Yes, over and over again.

19,718. Have you ever interfered in any way "with the political views of the tenants"?—No.

19,719. "Have you ever induced, or attempted "to induce, any tenant of the estate to attend "political meetings"?—No.

19,720. "How often do you visit the farms "on the Bodorgan estate"?—It depends upon the farmers. As a rule, I try to get round to them all, once in three years, but then we have buildings. I attend to the buildings myself, and I go to the same farm once a fortnight, so that I cannot be in two places at once.

Chairman—continued.

19,721. "You have said that tenants make "improvements without the landlord's know- "ledge or consent?"—They do, yes.

19,722. "Will you give any instance you "know of, in which improvements were made "on the Bodorgan estate without your know- "ledge or consent?"—Well, I find out afterwards. I find out when the work has been begun, but they have been begun without my knowledge or consent.

19,723. "Have you ever explained to the "tenant that he was building at his own risk?" —I have, over and over again.

19,724. "You have said that tenants con- "stantly make improvements which are not "'real improvements'"?—I did not say constantly. They do do it.

19,725. "Can you give examples on the "Bodorgan estate of tenants' improvements "which are not 'real improvements'"?—Yes.

19,726. "Will you name the farmer and far- "mers, and explain why the improvements "are not 'real'"?—I may refer to a place in which a bog was drained, and which is of less value now than it was before.

Mr. *Richard Jones.*

19,727. Because it was drained?—Yes, it is good for nothing. It was too light. There was some sort of grass there in the spring before: now there is nothing; it is quite brown—brown as this floor. There is another very large bog that was drained, and afterwards the rateable value had to be reduced. It was actually reduced in value, because as long as it was kept moist there was some sort of herbage, but when it all got dry and dusty, nothing grew there.

19,728. I quite agree with you that it is possible?—Oh, it is quite possible.

Chairman.

19,729. "Will you mention the date, after "which the landlord on the Bodorgan estate "built on his farms at his own expense"?—I cannot tell you exactly, but I suppose it is more than 10 years ago.

19,730. "How long was this before or after "the tenant of Treriffri left his farm"?—Oh, it began with that. I was going to find the date. That was the first. That was done entirely at the landlord's expense. That was begun in 1882, which is just 11 years ago. I thought it was about that.

19,731. When did the tenant of Treriffri leave his farm?—I believe he left in 1883 or 1884.

19,732. "Was it, and until when, the custom "on the Bodorgan estate for the tenants to "carry peat for the use of the agent"?—It used to be the old custom. It has been done away with for the last—I do not know how many years ago—15 years ago I should say.

19,733. "Is it also the custom on the Bodorgan "estate for the tenants to cart gravel for the "agent's walks and to cart materials for build- "ings erected on the agent's own property"?—No. I cart for the tenants sometimes. I have had presents of gravel, and I always make an acknowledgment for them.

Chairman—continued.

19,734–5. You have presents of gravel?—Not presents but cartage of gravel.

19,736. Then the answer to that is "yes"?—It is yes, but then it is for a consideration.

19,737. The question is, "Is it the custom for the tenants to cart gravel for the agent's walks"?—Certainly not.

19,738. Has it ever been done?—It is not a custom. One tenant does bring me a load of gravel and always takes back a load of something else. It is not a custom.

19,739. Or "to cart materials for buildings "erected on the agent's own property"?—No, certainly not.

19,740. Nothing of the sort has ever been done?—A farmer has carted as a favour for me, and I have carted for him.

19,741. Then you say you have had gravel carted for your walks?—I have had a load carted by one particular old tenant, who was an old nurse of mine. She brings me a load of gravel every year, and always takes a load back of something else.

19,742. Does anybody give you materials for building?—No, I pay for everything.

19,743. The answer to that is "no"?—No.

19,743*a*. "Have any materials for buildings "erected on your own property ever been carted "by the tenants?"—Well, I have had gravel carted, as I say, but I have always paid the carter.

19,744. Not gravel; materials for building?—Only gravel.

Mr. *Richard Jones.*

19,745. A load of what generally goes back?—Hay. It is a particular kind of hay, which is called "gwair rhaffau." It is for making hay ropes, or whatever you call them—hay bands.

19,746. So that really your old nurse is better off?—This is just as she likes. I intend her to be better off. That is my wish.

Chairman.

19,747. "What payment, if any, did you "make for these services to the old nurse?"—I have told you.

19,748. "Was it done for you by several "tenants, or any and which, last summer;" that relates to the cartage?—There was some gravel carted last summer.

19,749. Gravel?—Yes, not for walks, but for building.

19,750. By the old nurse?—No, by somebody else—by other tenants.

19,751. Then I had better go through these questions: "Has this in fact been done by "tenants for you." That is carting gravel and carting materials for buildings?—Yes, and I paid the carters, and gave them a feed too.

19,752. "Was it done for you by the several "tenants, or any and which, last year?"—I say it was.

19,753–4. "Did you erect buildings, or were "buildings erected for you at Llanerchymedd

Chairman—continued.

" last year, and did tenants of the Bodorgan " estate carry, and how much, gravel or sand, " or other material for your building?"—I say they did.

19,755. "What payment, if any, did you make for this service"?—That is what I say; I paid the carters, and I gave them their food.

19,756. You paid the carters?—Yes, they got 1*s.* apiece, I think it was.

Mr. *Richard Jones.*

19,757. Then the tenants themselves did not get anything?—No.

19,758. Did you ask them to do it?—I did not ask them, they offered.

19,759. They offered in every instance?—In every instance. I never thought of asking. In fact, some of them came and I did not know that they had come at all. It was afterwards that I heard of it.

Chairman.

19,760. All you paid was a shilling and a dinner to the carters?—That is all.

Professor *Rhŷs.*

19,761. As this was a special occasion, how did they know of it?—They knew I was building, I suppose. Llanerchymedd was a market town, and they saw that I was building.

Chairman.

19,762. The only payment was 1*s.* to the carter, and the dinner?—Yes.

19,763. "When the land of Penrhoswen was added to Parciau Eirianallt, did not the sitting tenant make every effort to be allowed to remain in his farm"?—I went to see the house, and the first thing I saw was, the door was shut, the windows were all to pieces, and the children were creeping in and out like rats. The house was filthy, the mother never went near the children, and the man was at that time—well, he was insolvent.

19,764. "Was a petition in his favour sent to " the landlord after you had refused to give him " the farm"?—It is quite possible. I do not remember now.

19,765. "Why was the tenant of Penrhoswen turned away"?—Because the place was so awfully neglected, and he was too poor to carry it on. He used to cart, or something, and never went near the place.

19,766. "If you allege that the reason was the ruinous state of the buildings, will you explain how it was that new buildings were built near the site of the old buildings for the use of the present owner of the land"?—Really the buildings were on a different holding. That little place Penrhoswen was let by itself in those days, and now it has been consolidated with the other one, and the buildings are more convenient where they are now than where the old building was. I have answered the question, if I understand it rightly.

Chairman—continued.

Professor *Rhŷs.*

19,767. But you kept up the old buildings?—No, the old building was pulled down.

Lord *Kenyon.*

19,768. But I understood you to say that there was another reason—that the tenant was insolvent. It was not only the ruinous state of the buildings?—Certainly. The new buildings were built several years ago.

Chairman.

19,769. "Is the present holder of the land a Conservative"?—He may be.

19,770. Now, I have a number of questions by Mr. R. H. Williams. "How many farms on the " Bodorgan estate have been consolidated during " the last 25 years"?—I cannot tell without referring; but I think there have been half a dozen. Penrhoswen was one.

19,771. "Referring specially to the parishes " of Llangadwaladr and Aberffraw, can you " mention the farms consolidated in this dis- " trict"?—There were several little places that were consolidated in Aberffraw, because I could not let them otherwise.

Mr. *Richard Jones.*

19,772. Why could you not let them?—They were in an out-of-the-way place, too far for a man to live comfortably there.

Professor *Rhŷs.*

19,773. You mean to say there were no roads?—There were roads, but they were too far from the centres of labour. There was no occupation for a man there.

Mr. *Richard Jones.*

19,774. What size places were they?—Little places about five or six acres—labourers' cottages more than anything else—they are not farms, they are what we call tenements.

Chairman.

19,775. "Do you know Bontvaen"?—I do.

19,776. "Has any of the common land been " enclosed and attached to Bontvaen. If so, " what acreage"?—I believe there was a bit enclosed by the late tenant. In 1881 there were a few yards taken in to straighten the fence.

19,777. Do you know what the acreage of it was?—No; I do not think it was an acre altogether, the part I am referring to.

19,778. "Have any notices with your autho- " rity, knowledge, or consent been put up " forbidding tenants and others to cart sand " from the Aberffraw Common"?—Yes, certainly.

Chairman—continued.

19,779. "By what right was such notice put up"?—Because sand was being carted by others than those that had a prescriptive right. There was a brother, I believe, of Mr. David Owens, who was building in this town, and he carried sand here; and although there is plenty of sand there you must protect your rights; there could be no prescription to carry sand to a new house in Llangefni.

Sir *John Llewelyn.*

19,780. You claim a private right to that sand, do you?—As lord of the manor only.

19,781. As lord of the manor only?—As lord of the manor. Why I principally objected was, because they would carry the sand away from a wall, and so sap the foundations of the wall. If they had carried it from the open common I should not have said so much.

Professor *Rhŷs.*

19,782. We heard yesterday of the owner of the Bodorgan estate and Lady Neave being parties to an action?—That is a different place altogether, I have explained that.

Chairman.

19,783. "Do you allege that there are any and "what rights possessed by the Bodorgan estate "over the Aberffraw Common"?—I say that the present Baronet is the lord of the manor.

19,784. "Do you claim the rabbits"?—Certainly. As lord of the manor we claim the sporting. The right has been allowed by the Crown, and we claim wreck rights, and get them every year. We had 30*l.* last year.

19,785. "Have you on any and what farms, "planted trees without the consent of the "tenant"?—Most of the tenants want to plant trees, and trees would have been planted but for these bad times. I never have planted trees without consent, I may say.

19,786. "Have you ever planted trees on any "farm without the consent of the tenant"?—No.

19,787. "Do you know what sleeping accom-"modation there is for farm labourers at "Mynydd Ithel"?—No, I do not. I know the place, I have not been in the sleeping room.

19,788. "Have any of the tenants complained "to you that the sleeping accommodation for "the servants in that farm is inadequate"?—No, I was there last year, or this spring, I forget which—last year and this spring.

Professor *Rhŷs.*

19,789. Did you inspect the buildings?—No, I did not. The man was not in a good state of health. He was suffering from melancholy or something, and I did not like to bother him.

Chairman.

19,790. "Will you repeat this statement when "your memory is refreshed by recalling to you "the name of William Roberts, of Pandy "Treban"?—What sort of complaint?

19,791. About sleeping accommodation for servants being inadequate on the farm of Mynydd Ithel?—There is an old building there, but I do not think it was a sleeping room. If I remember right, it was a wool store. I went to the house about two months ago. There was certainly no sleeping room there. There was a lot of wool lying there. He is a wool manufacturer.

19,792. You say that no tenants have complained to you that the sleeping accommodation for the servants was inadequate on that farm?—No.

19,793. And you have had no complaints from Mr. William Roberts, of Pandy Treban?—Not about sleeping accommodation.

19,794. Then I have some questions by Mr Vincent: "Is the entire police force of the county "about 30"?—It is, I believe. I do not know exactly. It used to be 27; I do not know how many it is now.

19,795. "When payments were made in "respect of the squatters, were they all, so far as you know, made to the Woods and Forests"?—Yes, certainly.

19,796. "With regard to your experience as "an agent, do you farm yourself, and have you "had experience in erecting buildings, &c."?—Yes, I farm 190 acres of very stiff clay, and I am always building.

19,797. "Is there any right recognised by "which a tenant can dispose of his interest on "your estate"?—No.

19,798. Then I have questions by Mr. Owen Wynne: "Does your experience tell you that "tenants take much notice of their agreements "or attend to the clauses in them"?—No, they do not.

19,799. "And on the other hand, do the land-"lords enforce the agreements as against their "tenants"?—Not as a rule.

19,800. "In fact are not the agreements very "little thought about by either side"?—Quite so.

19,801. Then I have one or two other questions by Mr. Ellis Jones Griffith: "You have "said that you had never asked a tenant to "attend a political meeting, or interfered with "their politics"?—I never "induced" was my word. I might have asked them, but I never induced them to attend a political meeting.

19,802. You are asked: "Have you ever "induced, or attempted to induce, any tenant to "attend political meetings," and you say no?—I say "not induced"—not used any sort of influence.

19,803. Or attempted to induce?—No.

19,804. "You say you have never asked a "tenant to attend a political meeting, or inter-"fered with their politics. Is this your hand-"writing and letter.

'Bodorgan, Llangefni,
'N. Wales,
'7th November 1885.

'DEAR SIR,

'I KNOW you *were* a Liberal, but you were always a very good friend and an

Chairman—continued.

upholder of liberty and religion, which I think are in serious danger from Mr. Chamberlain, and I am glad to hear from John Hughes I was not wrong. Can you attend a public meeting at Aberffraw, of which notice will be given, to support Captain Rayner, and say a few words as to land, &c.?—

'Yours truly,

'THOMAS PRICHARD.

'To Mr. Samuel Owen.'"

Yes, my Lord.

19,805. That is your letter?—That is my writing. That is my letter, yes. By "inducing" I understand undue influence, and I used no undue influence. Mr. Owen did not come to the meeting.

19,806. Then you still allege that you did not interfere with the politics of any of the tenants?—I do not consider that that is any interference. I did not.

19,807. You consider that that is no interference?—No.

Professor *Rhŷs.*

19,808. Captain Rayner was the Conservative candidate, I presume?—He was the Conservative candidate.

Chairman.

19,809. A question is sent up by R. M. Evans—"What is the name of the manor which is "under the control of the Bodorgan estate?"—There are two manors.

19,810. Have you stated them?—The names are given in full in my statement.

The witness withdrew.

Re-examined 20,187.

The Right Honourable the LORD STANLEY OF ALDERLEY called and examined.

Witness.

19,811. My Lord, I think it will be more convenient to the Commission, and will save time, if you will allow me to read the questions that have been sent to me, with my answers to them, because I have great difficulty in hearing. First of all, I say that I am prepared to give evidence about Anglesey, north of the London and North-Western Railway. My evidence refers more particularly to about 5,700 acres in Anglesey exclusive of land in Holyhead Island, about 3,600, and the Presaddfed estate, consisting of 1,600 acres. The reason I give these separately is because the Anglesey estate has been mine since the year 1869, and the Holyhead Island estate and the Presaddfed estate has only come into my possession since the death of my late uncle, Mr. William Owen Stanley, in 1884, I think. Then I am asked: "In what manor, "honor, or lordship is the land in which you are "interested, or as to which you propose to give "evidence situate State the extent of such "manor, honor, or lordship." I do not see how it concerns the occupier at all who may be lord of the manor, but in Anglesey generally the Crown is lord of the manor. Then I am asked about the property of the Crown, Principality, or Duchy, including woods, forests, and foreshores, to specify extent and management. This, again, can make no difference to the tenants or occupiers. In Anglesey, by an ancient grant of one of the King Henrys (probably Henry VII., as his ancester was Owen Tudor, an Anglesey man), the foreshores were given to the landowners. Then I am asked: "Where the land is (or recently was) the waste "of a manor, a common, or land reputed to be "commonable specify (1) recent enclosures, "whether by Act of Parliament, or otherwise, "and their effect on the neighbouring popula-"tion." I have only property in Holyhead mountain, which was acquired from the Crown,

Witness—continued.

and also an enclosure in Holyhead Island called Pwll Pillo. I produce the deeds of conveyance of both these. At the time enclosures were made neither allotments nor recreation grounds had been thought of, and they would have been no use in the out-of-the-way places where enclosures were made. For instance, the only enclosure I know was made in the end of last century or the beginning of this, on the Llancilian Mountain. Then I am asked, what is their effect on the rent of adjacent farms. I asked that, the other day of a tenant who has the right of getting sand on the Towyn, which the London and North-Western Railway crosses. He said it was handy, but made no alteration in the rent. I may state that the Commissioners of Woods and Forests sold the surface rights of that to a Captain Thomas, and he began enclosing. My late uncle resisted this, and insisted upon my joining him, which I did. It cost me 50*l.*, and I believe we won the law-suit against the person who was trying to enclose it; but I really think this sort of commons are very much better allotted and divided. Then they get improved and become of value to somebody, whereas at present the value is very small to the few people that make use of them. Then I am asked about management: "Where land is held "by small or large, by absentee or resident "landowners in consolidated or scattered "estates." No rule can be laid down. Evidently where an estate is scattered the owner cannot visit it, and the agent has more trouble in visiting it than where the estate is consolidated. I have done a good deal in the way of consolidating my Anglesey estate. As I have said, I own land in 30 parishes. I have now got rid altogether of five parishes, Llancilian, Llanfechell, Llanfairmathafarneithaf, Llandyfrydog, and another. I have only two places which I have not yet got rid of. Then I am asked,

Witness—continued.

"Where there is a difference of either language, "politics, or religion between the landlord (or "agent) and the tenant or proposed tenant." Now these differences are perfectly immaterial. I find by my books that I have spent quite as much money upon the houses and buildings of tenants who do not speak a word of English as on those who do. As to religion, that I have nothing whatever to do with The differences between the different sects are very small, and do not concern me. As to politics, I have only got two electioneering experiences. I have never had anything like a political eviction, or any eviction at all. One of my experiences was in the last election, when I let it be known that I preferred Mr. Lewis, the sitting member, because he was a good, honest Radical, and had been so all his life, whereas the late Mr. Morgan Lloyd was not properly speaking a Radical; he called himself a Liberal Unionist, and he took up with a number of Radical ideas for the time, in order to catch votes. My other experience was just after I came into my property, when I first went into the House of Lords. I did not then consider myself firm in the saddle, so, being asked in the case of a bye-election, I said that I wished the tenants to vote as they pleased. Just after that, a Conservative country gentleman called upon me; he followed me out of my house to where I was, and said that the opposite side had been putting pressure on one of my tenants who wished to vote for the Conservative candidate, pretending that it was upon my wish that that had been done. I said, "It "is quite the contrary. I have said that I wish "my tenants to vote as they please, but of "course I prefer the Conservative." He said, "will you write me that." I said, "yes, I will, "but you are not to make any public use of it— "not to publish it." However, he did do so; he made a poster of it and it was placed up all over the place. Then a gentleman, I think his name was Mr. Ashton, who had been a supporter of my father's in Parliamentary elections, wrote to me and said "I suppose this is a forgery." I answered that it was not a forgery; that I had not intended it to be published, though it was published; but that a great personal and political friend of Mr. Gladstone's had just been writing to me, and saying that he had been requested to see whether I would ask my tenants to vote for the Liberal. That answer shut him up entirely, and I heard no more about it. As to difference of language, I may say I have never been able to speak Welsh, chiefly owing to my having always been more or less deaf, though I am worse now than I was. I found it very difficult to catch the Welsh sounds, and I think that all Welshmen do not pronounce exactly alike, but I have always done my best to promote the purity of the Welsh language when I have heard it interpreted and so on, and in providing reprints from the old Welsh manuscripts. I should be much obliged if Professor Rhŷs would mention to me what is the Welsh for "turnips."

Professor *Rhŷs.*

19,811*a.* I am not here to answer questions, but I will tell your Lordship at the end of the sitting.

Witness—continued.

That is a word that I find very few people —educated Welshmen—know, although it is still in use in South Wales, and you will find it in some of the old dictionaries printed in North Wales. Then there is another word which I find nearly every Welshman that I have asked, states is an English word, whereas it is really a Welsh word; that is, "park." I should be glad afterwards if the Professor would tell me what the essence of that word is. He ought to know, and I have no doubt he does, but I do not believe anybody else in this room does. Agents usually have special training. Where they have not, the tenants put them at a disadvantage. Then as to the term of tenancy; the usual date of entry is November the 13th. Then: "Are farms let on leases from year to "year?" Both. There is no demand for leases, but I may say that from my last experience, I am not altogether in favour of leases. I agree with what I am told was said by Mr. Prichard, of Llwydiarth Esgob, who has just gone, that the leaseholders are generally bad farmers. I have inherited a few leases, that is to say, I have inherited land on which leases had already been given, and some of those lessees are certainly very slovenly farmers. There are other objections which I will mention further on. Leaseholders for their own life, or for lives, seem to be less careful in their farming. Then: "Have changes become more "or less frequent than in former years? If "more frequent, to what causes are they attri- "butable?" Not more frequent. Where they occur, the chief cause seems to be from the tenants being unmarried or childless. I see that there has been reference made before the Commission to the diminution of population. Now, lately I have been going a good deal about the country and among the people, and asking who lives in this farm and that farm, and I find that in a great majority of farms there are either bachelors or widows, or old women married to young men, but I find very few fathers. I must say that that, is a thing which ought to be discouraged, and I am sorry to read that one member of the Commission has been using Malthusian language which is quite of an opposite nature, and calculated to encourage what I must consider a misfortune, if not a vice. I find that in South Wales one member of the Commission said that a woman of 50 would be a comfort to a young man of 25; or rather, he asked whether a young man of 25 would not be a comfort to a woman of 50. Now, in married life, if people are not to live like cat and dog, the advantages must be mutual.

19,812. I think if you will read the evidence you will find that the Commissioners were not agreed on that point?—I am very glad to hear

Witness—continued.

it. That is a very good thing. Then "have "any cases of hardship arisen." I can mention one case of hardship. In 1876 a person asked from me a lease of a small farm, about 27 or 28 acres. A good deal was done in re-arranging the land to make it convenient for him. Then, I am sorry to say, this gentleman became bankrupt, not through any fault, or any blameable fault of his, but chiefly through extravagance in building in other places belonging to him. I was told that he had made cornices to his farm buildings in some places, and there were other extravagances in his buildings. 13 years ago a man bought the remainder of this lease for 330*l.*, and spent 20*l.* more upon it, as I have seen lately. Then this man writes to me and says that the rent of his place is higher than that of some of my neighbouring farms, and asks to have his rent reduced; he also complains that his wife is now an invalid, which was true, and that therefore he is under greater difficulties. Well, I should be perfectly willing to take one of two courses—either to reduce the rent, which he says is now high, from about 27*s.* per acre to 25*s.*, or to say to him that he may exchange with any of my tenants who have a cheaper farm, and who would be willing to exchange with him. In that case I should probably have to let the farm to the tenant who exchanged at less than it is now. But here is the hardship. I am told that I cannot do that. The man offers himself to surrender the lease, but I am told that, in consequence of the agitation, if I did this I should be represented as tyranically trying to get this man to give up the lease, which has only got about five years more to run. I should be glad of the opinion of the Commissioners as to the course it would be proper for me to take, and whether I could safely take back this man's lease and reduce his rent, or let him take another farm, without exposing myself to any obloquy. May I hope for an answer after I have done, upon that question too. I may say that that shows the disadvantage there would be, supposing there was what some of the agitators are agitating for, namely, free sale. Everybody would be saddled with the money that this man paid: for instance, on this small farm he paid 330*l.* for the half of a 21 years' lease. I would say another thing. The buildings were made larger and more expensive than they need have been. He has got tieing for six cows, though he usually only has three. He has got stables for three horses, which is two too many for a farm of that size; he only has one horse. If these tenants are allowed to make improvements, as they call them, without any check, they will be over-building all over the place. Then "In resuming the occupation of a field or "plot out of a holding for the sake of planting, "building, or for other purposes, do owners "generally serve their tenants with proper "notices for the purpose, and grant them com-"pensation." As far as my knowledge goes, notices are not required, but such matters are

Witness—continued.

arranged on an amicable footing, and compensation always given by reduction of rent. In Anglesey I have only had two cases. One was with the late Mr. Owen, of Penmynydd. I planted some plots of land, about two acres altogether, in the manner he wished, chiefly for shelter for the cattle and shelter for the grasses, which require shelter from the sea winds. It was all settled by him, and I deducted from the rent the amount for the land that was taken, and the tithe. In the other case some land was taken from two tenants in Holyhead Island, and in those cases I deducted from the rent whatever was the average value of the whole farm, not having regard merely to the actual value of the particular land which was taken, which was merely rock, and of very little value, so that the tenants were perfectly satisfied. Then "If "damage is done to the land in timber-cutting, "is the tenant compensated." There is no timber to cut in Anglesey, except close to Menai Straits. Then "If any mining, brick fields, "quarries, or other industrial operations have "been commenced on land in your occupation, "has the rent been re-adjusted, or compensation granted in consequence." No brick fields in Anglesey except one at Cemaes just established. Then "What are the usual conditions of tenancy. "Produce copy of agreement or lease." This [*handing*] is one of my old agreements. I have made some later, but I can hardly give them in, because they have not yet been applied, except in very few cases. The reason I have not got the new agreements is because of the danger of trouble with the income-tax collectors if the tithe is merged with the rent. "Are any of the "clauses considered oppressive." I have never heard of any such thing, and they really have very little effect. Such clauses are only safeguards for cases of very bad farming, otherwise cultivation is left to the discretion of the farmer. "Are penalising clauses common, and are they often enforced." I never heard of any of them being enforced at all. Then as to "rent: its amount." As to my rents, as far as I can make out the average of a total assumed to be 5,700 acres would be 17*s.* 9*d.* or under 18*s.* an acre, since in some cases the tithe is included in the rent, so that it would be difficult to ascertain the exact average. The average of 29 holdings from 1 to 18 acres is nearly 17*s.* an acre; this is contrary to what usually occurs as to small holdings being let at a higher rent than the large ones. The average of 21 farms of from 20 to 48 acres is 17*s.* 6*d.* an acre. The average of 12 farms from 50 to 80 acres is 14*s.* 6*d.* per acre. One farm of 91 acres is at 28*s.* 6*d.* an acre, and the average of 23 farms above 100 acres is 17*s.* 3*d.* per acre. I have no difficulty in letting farms. If the Commission like, I can hand in a statement of the rents in 1821, 1851, and 1893, showing very little change. (*See Appendix.*) Then I am asked "Is the rent annually fixed on a gross sum at so much per acre." My rents are not fixed, they are what they have been before, and sometimes increased with a

Witness—continued.

new tenancy by mutual agreement. Where I have taken away any land I have diminished the rent by the average of the whole, very much in the same way as I have done with regard to letting. "Is there any uniformity "in the rents of land of similar qualities on "the same or neighbouring estates"? Generally there is "Is the rent of the smaller "tenantry higher per acre than on larger "farms"? Not in my case in Anglesey; rather the other way. Then I say there are no upland farms in Anglesey. The right of pasturage over a common, &c., is not taken into account when the rent is fixed. No services other than the payment of rent are rendered by the tenants. Then I am asked, "Is the holding practically "let to the highest bidder"? I know of no highest bidders, and should not listen to any if there were such. Then as to the acceptance of tenants with sufficient capital, tenants are often accepted with less than what authorities consider sufficient capital. So far as I know, arbitrations are not resorted to as a means of settling or re-adjusting the rent. "Have rents "been raised generally, or in individual cases, "within the last 50 years. If so, give particulars"? Not generally. They have in a few individual cases. The statement that I read just now as to rents will explain that. Then as to permanent reductions. Three permanent reductions have been made, one of 25*l.*, one of 10*l.*, and one of 5*l.* In all these cases these permanent reductions were given on account of the age of the tenant, and not on account of the condition of the holding. That also answers the question "When rents are "raised or reduced, does the change depend on "a re-valuation"? The change depends in my case on personal considerations. Then "What "have been the chief fluctuations in prices "affecting rent within the last 50 years"? Wheat has gone down to half the money at which its cultivation is profitable, but little or no wheat is grown in Anglesey. Oats have been more stationary, and cattle have risen very much in price. I have got here a statement of the prices of cattle, but I am sorry to say it is given by my agent only from 1881 to 1892. Previous to 1881 there was a farm bailiff who had the accounts, which have disappeared. The following is the statement:—

Witness—continued.

Year.	Number, &c. of Cattle sold.	Price Received.	Average per Head.	Year.	Number, &c. of Cattle bought.	Price Paid.	Average per Head.
		£ s. d.	£ s. d.			£ s. d.	£ s. d.
1881	40 oxen and heifers	1008 0 0	25 4 0	1881	30 oxen	334 15 0	11 3 0
1882	41 oxen and heifers	1058 12 6	25 16 6	1882	56 oxen and heifers	718 10 0	12 16 8
1883	44 oxen and heifers	1138 10 0	25 15 0	1883	48 oxen	683 15 0	14 5 0
1884	32 oxen and heifers	871 10 0	27 5 0	1884		Nil.	
1885	24 oxen and heifers	676 0 0	28 3 0	1885	20 oxen	270 0 0	13 10 0
1886	10 oxen	236 0 0	23 12 0	1886	22 oxen and heifers	293 5 0	13 6 6
1887	20 oxen	455 11 6	22 15 6	1887	13 oxen	154 0 0	11 17 0
1888	6 oxen	114 13 0	19 2 4	1888	27 oxen	274 12 0	10 3 5
1889	14 oxen	291 18 4	20 17 0	1889	13 oxen	183 0 0	14 1 6
1890	30 oxen	558 10 0	18 12 4	1890	28 oxen	331 11 0	11 17 0
1891	13 oxen and heifers	213 0 0	16 7 6	1891	12 oxen and heifers	144 15 0	12 1 3
1892	9 oxen and heifers	168 0 0	18 13 4	1892	6 oxen	73 10 0	12 5 0

Then I am asked "How soon after it falls due "is the rent usually paid"? My November rents are usually paid in January. My May rents used to be paid in June, and since the new Tithe Act are paid in July. "What effect "has the preferential claim for rent on the "position of tenants generally"? The effect of allowing the landlord to give them more time, and of not obliging him to require beforehand rents. "What is the average size of "farms in your district"? As the Chairman told me that it would be useful, I have here a statement of the number of farms and the acreage, from 394 acres down to two acres. (*See Appendix.*) Then I am asked "Have holdings been consolidated." No. "Have "upland or lowland farms been mostly con-"solidated." As I said, there are no upland farms in Anglesey. Then "What are the re-"lative effects of small and large holdings "respectively on their occupiers, as to their "practical skill in farming." The large holdings are more favourable to skill in farming. Then, on "their condition in time of trade depression;" small holdings may be less affected by trade depression, since their object is principally to maintain their occupiers. Then, on "their ability to provide for their families;" small holdings cannot be expected to provide for, as distinguished from maintaining or supporting a family. I suppose I may take "providing for their families" as referring to providing dowers for the daughters, or setting up children in business; whereas maintaining or supporting, merely means providing daily food. "Is there any land going out of cultivation." None. "To what extent has waste land "been reclaimed by tenants." None that I know of. Then as to draining marshy ground, that may cost more than it would be worth. As to increase or decrease of root crops, root crops have probably increased. For some years I gave prizes for best turnips to my tenants, and desisted after all their turnips had become about equally good. Fallowing has gone out of fashion. Then as to improvements, I am asked "What improvements are generally made in "your district by (1) the landlords." The

Witness—continued.

answer is, buildings, water-courses, drain-pipes, planting, shelter. My expenditure on my Anglesey estate on improvements other than buildings, from 1877 up to the present time, has amounted to 439*l.* 5*s.* 9*d.* as shown in the following statement:—

	£	s.	d.	
1877	14	0	9	Sea walls.
—	3	16	0	Draining-pipes.
1878	5	0	0	Moiety of cost of a drain.
1881	2	19	5	Drain-pipes.
1882	23	10	0	Proportion with other landowners for draining a marsh.
—	56	10	0	Unexhausted improvements (Walls) on a 50-acre farm. Rent 28*l.*
1883	6	3	0	Draining-tiles.
1884	50	0	0	Part of cost of a new road to farm.
1885	40	10	0	Drain pipes.
—	7	0	11	Permanent grass seeds.
1887	92	11	0	Trees and fencing for shelter, plantation laid out by the late Mr. Owen, of Penynnynydd.
—	27	2	6	Deepening a water-course.
1888	27	15	10	Plantation wall.
1889	9	9	6	Drain-pipes.
—	9	5	6	Two-thirds of costs of re-opening a water-course and drain pipes.
1891	1	17	0	Drain-pipes.
—	43	0	0	Garden wall for a farm.
—	2	15	6	Drain-pipes.
—	2	4	0	New gate on road to a farm.
1892	13	14	10	Drain-pipes.
	£439	5	9	

I am told that yesterday a member of the Commission asked some witness whether I had spent any money in improving my property. I think that, as it was known that I was coming here to-day, he might have waited to ask me personally, instead of asking another person, who had to say that he was not prepared to answer. I find that the money spent between 1851 and 1871 upon this Anglesey estate (this is irrespective of Holyhead and Presaddfed) was 3,086*l.* This does not include two years of that period, for which two years (1852 and 1856) the accounts are missing. From 1872 to 1892, both inclusive, I spent 4,475*l.* Besides that, I have spent on something which is a benefit to the farmers and the people in the neighbourhood, and which does not bring me in anything—I have spent 570*l.* on a covered market at Amlwch. That is made up as follows:—

	£
Site - - - -	25
Market - - -	454
Covered shed for carts -	76
	555
Picture - - -	15
	£570

Besides that, I find that I have spent in providing Minton's tiles in nine dairies, 269*l.* 5*s.* 2*d.* This is exclusive of the cost of building new dairies in many cases, and the cost of putting up the Minton's tiles. Now, I want to make one observation on behalf of land agents. I find that they have been attacked very much lately; some witnesses going so far as to say

Witness—continued.

that they are a "curse to the country," or something like that. I have told the Commission what was spent by the agent of my grandfather and father (my father did not come to Anglesey, he had no time, his holidays were always passed in Scotland). There were 3,086*l.* spent on the farms in 17 years. So that after all, that is not much less than what I have spent myself, under personal superintendence, and visiting all the farms regularly as I do. From 1872 to 1892 inclusive, that is 21 years, 4,475*l.* has been spent, as against 3,086*l.* for the 17 years (or 16 years you may call it, as the accounts for one year are missing). 3,086*l.* was spent in that time by the agent at the request of the tenants naturally, or on the requirement of the tenants. I have been perhaps a little more lavish in some respects. I have built a number of new farm-houses, and I have generally made them as convenient as it was possible to do; in fact, you may see that from my having spent so much money in dairies, a point I shall refer to later on, when I give my reply as to instruction and butter and cheese making, and comment on Professor Dobbie's lectures. Then, I am asked what improvements the tenants make. The answer is, drainage and better cultivation after slovenly farming. Of course, if a tenant comes to a bad farm, he will tell you that he has improved it; but that is nothing more than what it is part of his duty to do; it is all in the day's work; he is expected to improve it, or else he would not be chosen. Then, I am asked to "notice specifically . . . . . fences, "gates, and posts." Keeping up gates and posts belongs to the tenants. Where it is not so, as in Cheshire, the gates frequently get very rough usage. I constantly in Cheshire, have to pick up gates that are lying on the grass and rotting, as the tenants neglect them so, and no wonder. I am also told that somebody said yesterday that I did no repairs, as all my rents are based on the calculation that the tenants do the ordinary repairs. In Cheshire no tenant thinks of putting in a nail or doing any little thing of that sort, we have an estate carpenter; and it is very easy to have an estate carpenter where the estate lies compact. But here in Anglesey, where property is so much scattered (mine is less scattered than anybody else's), you cannot have an estate carpenter. You must arrange with the tenants that they shall do a few of their repairs themselves. Then I am asked, "In the case of co-operation "in improvement what is the part usually "undertaken by each, and how is remuneration "secured to either party?" The remuneration all goes to the tenant. "In the case of im-"provement partly or wholly effected by a "tenant, is there any compensation obtainable in "your district?" If a tenant leaves he gets compensation for any improvement partly carried out by him, even though his farm agreement and the lowness of his rent contemplated that his labour was to be given—if he called upon his landlord, for instance, to supply draining pipes. I am very sorry that Mr. Brynmor Jones is not

Witness—continued.

here to-day, as I should have been glad to have his opinion on a point like this. Suppose you have done a good deal for a tenant—built him a large house—a good house—not raised the rent at all, or made any request for higher rent; suppose he asks you to allow him to use some of the materials of the old house for improving and building. According to the agreements, all the landlord has to do is to give him the materials and leave him to make the improvement. Suppose you agree with him that he should do this, and that he should not charge for his part of the labour, under the Agricultural Holdings Act, would that be considered as trying to contract out of the Agricultural Holdings Act?—I am sorry that the legal member of the Commission is not here, as I should have been very glad of his opinion, in order to know how to act upon that point. Then I am asked for instances where either party contracts out of the Agricultural Holdings Act? This cannot be done. Then I am asked, "By virtue of the Agricultural Holdings Acts "(1875 and 1883), do farmers often apply for "their landlord's written consent for specific "improvements? If not, why? and with what "results." The result is seldom asked for or needed. I know of three cases where improvements have been made without leave or notice. Two of those are on my own property, and one of them is on a neighbour's. Then I am asked as to "the liabilities of a tenant, as to mode of "cultivation, dilapidations, and sale of produce." Tenants never pay for dilapidations. If they did, what would they pay with? A son, whom I could not accept as a tenant, left his late father's farm without paying the last half-year's rent. He went away, but he came back again, and he was never troubled about it. Then, "Have many (or any) cases occurred in your "district where an outgoing tenant has failed "to obtain sufficient compensation for his "improvements." No, I never heard of such "a case. Then, "Do you know of any "instances where compensation has been given "for the general improved condition of a holding, "and not simply for specific improvements?" Yes. The Royal Agricultural Society gives prizes for the best cultivated farms. "Is there "any right recognised as belonging to tenants "to dispose of their interests in their holdings "to any solvent tenant to whom the landlord "shall not have any reasonable objection?" None whatever. Then I am asked, "In your "experience is the procedure under the Agri-"cultural Holdings Acts workable and satis-"factory?" I find that it is decidedly satisfactory for tenants, but not equally so for owners. There was a case in which I had to compensate a tenant—just a similar case to
9,867. what I have mentioned. In the case of Chwaen wen isaf, the tenant made a building. I had given him the materials, and it was supposed there was end of it. However, he went out a short time after that, and so I compensated him. But he made some claims beyond what he was entitled to claim, and the consequence was that it had to be arbitrated upon. Now, I find that the amount of award given to him was 28*l.* 3*s.* 3*d.*, and the costs of the reference came to 12*l.* 12*s.* 0*d.* It was 5*l.* 5*s.* 0*d.* to one arbitrator and 7*l.* 7*s.* 0*d.* to the other. I do not know why I had to pay both, but anyhow it seems to me that 12*l.* 12*s.* 0*d.* was a very large sum in proportion to an award of only 28*l.* The whole building cost me more than if I had built it by a contractor altogether myself. As to game preserving, I do not know that I need say much about that. I wish to say one thing, about keepers. Gamekeepers have been attacked before the Commission. Gamekeepers vary of course according to the people they serve, no doubt, but as far as I am aware gamekeepers are the best friends of the tenants. I have had mentioned to me by the keepers what the tenants might want, for instance things which would be called an addition to their dairy or other accommodation, and altogether the keepers know their circumstances, and I have always found it useful to consult them even when they have not brought matters concerning the tenants before me. The only case in which I had to compensate for damage done by game was where a tenant had not complained; the keeper himself pointed me out a round piece of either grass or oats, I forget which, which had been eaten by some rabbits that had escaped from an enclosure, and the tenant was compensated not with money, but as my agent had recommended, by several loads, I think four loads of turnips, and he was perfectly satisfied. I must say that in some of the property I have in the north-east end of the county in Bodwrid, and so on, about 1,500 acres altogether, I have no keepers. I have only got keepers in Holyhead Island and near Bodedern, and they help to prevent the farmers from being injured by trespassers. The complaints are very great with regard to the breaking of walls by the people who go for mushrooms and blackberries. Then "Is the "law of trespass in other respects satisfactory." I say not at all. Then "who exercise sporting "rights over Crown lands and commons." The persons who hire or purchase them from the Crown. Then as to fruit culture, no fruit would grow in Anglesey unless sheltered by high walls. As to forestry, no forestry is possible in Anglesey on account of the wind. Forestry is useless all over England since the Plantation Rating Act, which has raised the income tax on woods, none of which pay for their plantation and maintenance. I may mention that I had a correspondence, which lasted a long time, with Sir Reginald Welby, who is what may be called the permanent Chancellor of the Exchequer, and at last, after some people had been sent from Somerset House two or three times, I obtained the ruling that the income tax which was in the Holyhead income tax district should be reduced, and that it should not be assessed at more than 2*s.* an acre, and that that would be some guide to keep down the rates. I have not myself taken advantage of that with respect to the rates, because there has been no change made in other

Witness—continued.

respects. The plantations in Anglesey are perfectly useless and of no value except for shelter, and they are very much wanted for shelter. The Privy Council are now aware that it is not only the cattle that want shelter but also the grasses. As to bee keeping, there are plenty of flowers for bees all over the country. Then "is there any instruction given in butter "and cheese making." Professor Dobbie, of Bangor, gives lectures in butter making, but this theoretical teaching is not as good as the practical teaching by example of a woman who already can make good butter. Professor Dobbie came to me, and I had three women to meet him to hear what he had to say, and see if he could lay down any fixed rules as to the length of time that milk should set for making butter. He could not; it was impossible to bring him to book. These ladies silenced his guns completely. I had prompted them to speak to him, and as to what they should say. It was intended to ask him what was the Welsh for the English proverb about "teaching your "grandmother to suck eggs." I do not know whether the Commissioners are aware of what the Welsh is; the Welsh is much more polite. It is "the lamb thought it would teach the "sheep how to eat grass." I had already, when Professor Dobbie made his appearance in the country, begun to make improved dairies, and I consider that that is doing as much as I could do if I subscribed to Professor Dobbie's lectures. Then "is there any co-operation among farmers "for purchasing or analysing farm stuffs, *e.g.*, "manures." Yes, some farmers, led on by the late Mr. Thomas Owen, of Penymynydd, established a wharf in the strait between Anglesey and Holyhead for landing coal and manures. Then as to co-operation for farming operations generally, such as threshing, harvesting, and sheep shearing, neighbouring farmers help one another with horses and carts during harvest time. That is one advantage in having relations in adjoining farms. Then "to what extent do "farmers and agricultural labourers avail themselves of benefit societies." I have got a very good answer to that, but I am sorry to say I cannot take the credit of it myself. It is a statement of what the practice is at the Holyhead Board of Guardians. This is a letter from Mr. Robert Gardner, who is, I believe, coming before you:—

"Valley,
Anglesey,
My Lord, August 31, 1893.

I omitted to name in my letter with reference to my suggestion to charge the general revenues of the kingdom with the maintenance of workhouses.

I would institute a sort of pension of provident fund for labourers who, upon subscribing so much, would have sufficient added from general revenues to provide against sickness, accidents, and old age.

At present we have a standing resolution in this union where an applicant for relief has been provident by joining a friendly society which has made provision for him for some time, and has reduced its allowance owing to sickness extending over a year, and compelled him to apply for assistance, we at once make up the deficiency without offering the workhouse test. We find this has caused labourers to join friendly societies, and in time it will have a beneficial effect on the union funds, as well as encourage thrift amongst the labouring class.

I am, my Lord,
Your obedient servant,
Rob. Gardner.

To the Right Hon.
Lord Stanley of Alderley."

Then: "What other provident institutions are "used by them (*e.g.* savings' banks, building "societies), and to what extent?" The Post Office Savings' Banks advantages are not sufficiently known, and ought to be advertised in railway waiting rooms—I say here "on white enamelled plates," but our adviser says I should not say that. However, I do say that, because in Belgium it is on enamelled plates, which are durable, that the advantages of the Post Office Savings' Banks are advertised. Then about the sale of farms, I think the Chairman was cross-examining Mr. Prichard, of Llwydiarth Esgob, just now about that. I can give the amount of purchase-money, if required, in the cases of several farms. Here is a list of a number of farms that I sold. Most of these were sold by private treaty and agreement with the tenants. In one parish, Llaneilian, the farms were sold by auction. This statement shows the acreage, the price paid, the names of the persons who purchased, and those that were tenants. (*See Appendix.*) Then I am asked what is the present condition of small freeholders as compared with the yearly tenants about them. That depends very much upon the price at which they purchased. I heard of one of these persons who had purchased one of my farms, selling it at a profit; but with that exception I have not heard any changes. I have very constantly been asked to purchase farms by owners who had been tenants, and had purchased them, and afterwards found that it was burdensome, and wished to get rid of them. I purchased two in that way, and I have been asked to purchase a good many more. Then I am asked, "To what extent do tenant farmers "and their wives take part in the manual "labour of their farms?" Also, "Do their "children work at home; if so, are they in "receipt of wages, or how otherwise remunerated." Also, "What provision is made for "them by their parents on marriage, or independent settlement in life?" Also, "Could "present rents be maintained if wages were "paid in respect of the children's labour." These questions strike at the root of small holdings, and at the teaching of Mr. Jesse Collings and his school, who ask for allotments and small holdings on the ground of their

Witness—continued.

employing the spare time of the labourer or artisan and his family. If a small holding can keep alive a man and his family without other work being sought for, Mr. Jesse Collings is fully justified, and it is unreasonable to expect a small holding to provide , in addition, wages for the children. Mr. P. A. Graham's observations should be borne in mind, that small holdings (as distinguished from allotments) only answer in grazing counties, where the cow supports the holding, without requiring much more labour than what a woman can give. Then I am asked as to gardens, allotments, or small holdings, attached to cottages. I think all my cottages have gardens attached to them. The last witness spoke about a cottage which he said I had, which was 15 feet by 20, and like a box with a door in it. I think there must be a mistake of ownership. I think Mr. Prichard, of Llwydiarth Esgob, as he knew the measurement so well, must have been speaking of a cottage belonging to a farm which he purchased from me, and which is no longer mine. Anyhow, I do not consider myself responsible for the cottages, which are let with the farms and belong to the farms, and I have never had any complaints of them. I have been into a good many of them, all about Bodewryd, and have always been struck with the neatness and cleanness of them, and the quantity of china ornaments that they possess. I have heard that Mr. Owen, of Rhosbeirio, a short time ago expressed surprise at their comfort, and I asked, "How is it that he has only just found this out, "when he has been in Anglesey all his life?" I was told that he had been canvassing for a county councillor, and that he now knew more of labourers' cottages than he used to do. Then I am asked: "Has there been any considerable migra- "tion of farmers or labourers from your district "within the last 50 years; if so, owing to what "cause, and whither have they migrated?"—No one migrates. The few that had migrated returned. I have got one tenant who has been out to California for seven years, and he has come back. I know of several others in the same neighbourhood who have also been to California and have come back again. Then, "When in your opinion did the different periods "of trade depression begin in your district?"—In 1892, that is last year, I think, with the fall in price of cattle. "What are the principal "causes of such depression, and what classes "are chiefly affected by it?"—Free American importations, and the people who chiefly suffer by it are working men in town or country. "What remedies do you suggest for improving "the profits from land?—First, the re-imposition of duties on foreign silk manufactures, which were levied before Cobden's treaty. This would allow of the complete abolition of Schedule B., which is unjust and very harassing to agriculturists and also to Somerset House. The people at Somerset House, the tax collectors, would be very glad to get rid of Schedule B. It causes them more correspondence than it is worth, and they are obliged every year to return a great deal. Some years ago Schedule B. produced 300,000*l.*, and that was all it produced on the general revenue of the country. Now I should think it produces very much less, taking into account the money that has to be returned. The silk duties, before Cobden's treaty threw them over, used to produce 250,000*l.* a year. Those duties alone would set up our silk manufactures, which are all failing, in Macclesfield, and Coventry, and Spitalfields, and wherever there are any. I may say that Schedule B. is particularly harassing to farmers, because they are supposed to be able to appeal against it and get the money back, but this requires them do keep accounts which they are unable to keep, because the Income-tax Commissioners are people of much red tape and routine, and they insist on the accounts being kept in a particular way, The next thing I would suggest is the re-imposition of 1*s.* a quarter registration duty on all grain. That was thrown away by Mr. Lowe when he was Chancellor of the Exchequer. According to Mr. Chaplin, that would have brought in, two years ago, as he said in the House of Commons, two millions and a quarter. Now if you had two millions and a quarter falling into the revenue for nothing, as this would (because the expense of registration is already gone into), that would very likely free the country of rates for schools, and you might abolish all school rates of any kind whatever. The next thing is the imposition of a duty of 5*s.* a quarter upon Colonial and Indian wheat, and of 10*s.* a quarter on foreign wheat, that is to say Russian and American wheat. The example of France and Italy shows that 5*s.* a quarter would not affect the price of bread at all. The duty in France is something like 8*s.* per quarter, and the duty in Italy is about 9*s.* I got reports from our Consuls laid before Parliament, and these showed very clearly that the price of bread in France is very much the same as it is in England. In some places in the Western departments, near Bordeaux, the bread is cheaper than it is in England. Wherever the price of bread is higher, it is chiefly owing to the high rents that the bakers have to pay in towns and cities such as Paris. Then as to general relations between landlord and tenant, whether friendly or otherwise. I have always known them to be friendly. There is one thing more, my Lord, that I want to say. I have seen a reference made by some witnesses to this, that the Welsh farmers are afraid of their landlords, and afraid of their agents, and most afraid of their keepers. Now I am inclined to say that they are most afraid of the preachers. I have found a number of my tenants were willing to do this, that, and the other, but they did not venture to do it, and I was told that it was the fear of the preachers that kept them back. Then there are two statements that I want to hand in, one for Anglesey and one for Holyhead, showing the approximate number of years the present tenants and their ancestors have lived on their holdings on my estate, with such de-

Witness—continued.

tails as could be ascertained. (*See Appendix.*)

Sir *John Llewelyn.*

19,813. Can you suggest any system which will be better than mutual freedom of contract between landlord and occupier, first as to rent and then as to tenure?—Certainly not—no better system than the present system of free contract and what is called the higgling of the market. No tenant is obliged to take a farm unless he likes. Take the case that I referred to, where a man paid 330*l.* for a farm. I said to him, "Why are you so silly as to give 330*l.* " when you might have it for nothing." If he could not have had it immediately, he could have had it by waiting, and the 330*l.* that he gave, would have been much better invested, and would have provided him with the rent of a small place and some land. Then as to tenure I do not see that there could be anything better then the year to year tenure. The year to year tenure is practically perpetual as long as a tenant conducts himself well. I was once asked by somebody—I think a foreigner—how it was that we had such a small number of rural police. I explained it to him in this way. I said, in the country districts every man who wishes to be a tenant at starting is obliged to bring a good character, and he is also obliged, in order to remain a tenant to keep a moderately good character; that is to say, he must take care to avoid convictions, even though it be merely for minor offences.

Professor *Rhys.*

19,814. Did I understand you to say that the labouring man was an especial sufferer from foreign competition?—Yes, certainly. If property owners have less money to spend, the labouring classes must get less wages.

19,815. Do you think that that swamps the larger wages they enjoy and the cheaper rate of provisions?—I would rather not go into questions of political economy offhand like this, without figures, but there is no doubt that when Mr. Cobden and Mr. Bright got the Corn Laws repealed they expected to get wages down; they did not look to a rise in them. As a matter of fact, wages have gone up, and that has been due in part to Trades' Unions and in part to the general prosperity of the country, which was not owing to free trade, but owing to the vast impulse given to trade and commerce by steam, by larger steamboats, by the larger freights that were brought over from America. When Cobden spoke, he expected that there would always be 10*s.* per quarter freight on wheat; now wheat is brought over in ballast very often. All those things have affected the calculation. Cobden expected wages to go down for the millhands. That was the expectation of the Manchester men.

19,816. Would you kindly name any time since the reign of Queen Elizabeth when labourers were better off than they are now?—

Professor *Rhys*—continued.

They are beginning not to be so well off. That is partly owing to strikes too, in the towns, but in the Eastern Counties of England and in Wiltshire the labourers are not as well off. Here in Wales labourers are decidedly well off. I think they are too well off because where the labourer is boarded and lodged it is quite unreasonable that he should get 10*s.* a week pocket money; he only gets it to drink, or at any rate he does not put by as much as he ought.

19,817. You have not quite answered my question?—I think that has been established before the Commission and I think I have seen it also stated before the Labour Commission, that 10*s.* a week pocket money is what the labourer gets where he is boarded and lodged in the place.

19,818. I am sorry to say I do not think you have answered my question. I ask, can you name any time since the reign of Queen Elizabeth when labourers were better off than they are now?—I should say in Queen Elizabeth's time they were much better off, except when Oliver Cromwell upset everything—probably they were very badly off then; but really, one has not got details about these matters much before the Georgian era.

19,819. You alluded to some common land in Holyhead Island, I think. When was that enclosed, do you know?—The conveyance of the Holyhead Island land is dated the 3rd November 1840; the conveyance of the Pwll Pillo Marsh is dated January 25th, 1875.

19,820. Do you know of any resistance to that enclosure; have you ever heard that it was resisted?—No, I never heard of any such thing.

19,821. To whom were those rights conveyed?—To my grandfather.

19,822. What is your opinion with regard to encumbered estates and landlords who are badly off. How about the cultivation of the land on their estates?—Of course it depends upon degree. If the landlord is very much encumbered he can do nothing in the way of any improvements and buildings that are wanted. It is all a question of degree. When he gets that bad, then the chances are that his creditors will come down upon him, and he will be obliged to sell his estate to somebody else, who will make a better use of it, so the evil corrects itself. A moderate incumbrance does not matter very much. I have got no incumbrances to speak of, myself.

19,823. You would not say that they are favourable to good cultivation of the land?—No, of course not.

19,824. Would you be surprised to hear that the agent of an estate of some 7,000 acres, the best part of which lies in Carnarvonshire and Merionethshire, has told us that where the land is held in fee simple and unencumbered—neither mortgaged nor otherwise encumbered—he thinks it makes no difference as to the cultivation?—Very likely not, because perhaps that landlord did not choose to lay out money, although he could do so. The only remedy for that, it seems to me, would be an inquisitorial inquiry—an inquisition into everybody's circumstances, to

Professor *Rhys*—continued.

find out how much incumbrance they had, and for the Government to lay down a margin and say "If your incumbrances are beyond a certain "point, then you must sell! You would not propose that?

19,825. I am not suggesting that, but I want to know what you think the direct or indirect effect would be on the cultivation?—There would be no effect on the cultivation, but a bad effect of course upon the buildings. As long as the buildings that had already been put up lasted well, the tenant would go on just the same, and the incumbrances of his landlord would make no difference to him. If afterwards the buildings came down, and he wanted new ones, then of course he would suffer.

19,826. So far as that goes, it does affect the cultivation unfavourably; a good farmer cannot get on with bad buildings?—That is so.

19,827. So it does make a difference?—Have you come across many encumbered owners?

19,828. I am not here to answer questions; besides, that is not a subject on which we can get information, but you think it does make a difference?—A slight difference, varying with the circumstances—no; I will say that it makes no difference. I will give you one illustration to show that it does not make a difference. Now, when the Agricultural Holdings Act has been passed, any tenant whose buildings are bad can put up the buildings at his own expense and recover for them at the end of the time. I know one landowner who, after the Agricultural Holdings Act was passed, ceased to give the materials; he said to the tenants, "You may "recoup yourselves when you go away." It is true, they did not want to go away, and were not likely to go away, but still, on the whole, a man whose buildings were very bad would be safe in rebuilding, because he could recover the outlay under the Agricultural Holdings Act.

19,829. Have you not got to get the consent of the landlord even under the Agricultural Holdings Act?—I imagine a landlord could not refuse it in those circumstances.

19,830. But if he is heavily encumbered, he will probably be obliged to refuse it?—In all these things it is a question of what you can do and what you cannot do. People do not take sufficient account of public opinion, and everybody is under the influence of public opinion. There are a number of things that you could legally do, but which no landowner would do; nobody goes to his extreme legal rights.

Mr. *Griffiths.*

19,831. Have you done anything in the way of encouraging libraries in the villages, in order to prevent the prowling around the neighbourhood by the farm boys at night?—Yes, I have. I did one thing, and tried to do another. I have made a beginning with a library of Welsh books in my principal farm at Bodewryd; it is in the middle of the property I have there. Then at Bodedern I heard that Archdeacon Wynne Jones,

Mr. *Griffiths*—continued.

when he was the owner, had attempted to establish a reading-room, and that the project had fallen through. I offered to build an additional room, either as a school class-room, or simply as a reading-room adjoining the school at Bodedern. The schoolmaster was perfectly willing to keep it open at night, and to receive people there for amusing themselves, for reading and so on; but although I have offered to provide the building, I have not been able to get further than that. They have not yet said that anybody would be glad to have it, nor made any proposal to me as to which spot the building should stand on.

19,832. Are you aware that the dairy accommodation is very inefficient in this county as to modern appliances?—Yes, I am aware, and I have endeavoured to remedy it as much as I know. I have added new dairies, and enlarged dairies in several places, and I keep doing it wherever I can.

19,833. Does the same apply as well to poultry-houses?—I have never heard of that requiring attention; I fancy that they do very well as they are. I have not heard of poultry-houses being insufficient.

19,834. Do you not think that poultry breeding should be encouraged?—Very much so, and I understand that a great deal of it goes on in Anglesey; there is already a great deal, and it should be encouraged. I may say one thing that people do not generally know. It is after all not the breeds of poultry that are of consequence. You might bring fowls from France, Amiens fowls, which are the best layers, but if you bring them to Anglesey they cease laying. The only fowls equal to them are the Dorking fowls; that is because the Dorking fowls live upon the same chalk as the French fowls. It is the chalk that they eat that makes them lay good eggs, and not the breed. If you bring breed fowls from one place to another, it does not follow that they will be as good as the original breed.

19,835. Still in a wet climate, such as you have in this district, I think there should be accommodation indoors for them?—Well, I have seen a lady who had a nest of fowls hatched by her drawing-room fire, and they went about the room very freely. That is the only case I have known of indoor fowls.

Lord *Kenyon.*

19,836. What do you think of the establishment of a Land Court; will it benefit anyone or any class, in your opinion?—No; I cannot imagine anyone in his senses asking for a Land Court after the experience of Ireland. I do not see that it would benefit anybody. It might possibly benefit a very few people—the first lot who came under it; all the others afterwards would suffer.

Chairman.

19,837. A number of questions are sent up by Mr. Ellis Jones Griffith:—"What consolidations have taken place on your estate"?—I am not

Chairman—continued.

aware of any consolidations that have taken place. I am going to consolidate two farms, the two houses of which are close together—so close that there is danger of the stacks catching fire—and which are 60 acres each. I am going to build a new house immediately, before I can effect consolidation, which will not be done till I have another place to put one of the tenants into.

19,838. "Have Glan yr Afon, Porth y grug, "Stente, Cwm and Gors been consolidated"?—Mr. Elliott, my agent, tells me that Glan yr Afon and Cwm have been consolidated very many years ago. These were added to Ty mawr for want of tenants. Ty mawr is a farm close to Holyhead. That is one of the farms where I have built a new dairy, and where the tenant has got a gas engine. It was before my time anyhow.

19,839. "How many farms have been taken "by the estate to be farmed"?—None, I should say. The only farm that I have in my hands is one adjoining or close to Penrhos.

19,840. "Is there a clause in your agreement "preventing the tenant from selling turnips and "potatoes"?—I should say certainly not. I should not consider such a clause necessary in my interests, and I do not believe there is any. I have here the old agreement, and I see the clause is as follows: "That all hay, straw, and "turnips, shall be consumed on the farm, pro-"vided nevertheless that the tenant for the "time being shall yearly, on first bringing on "to the farm five tons of good and rotten "manure, be at liberty to sell one ton of hay, "straw, or turnips, for every five tons of manure "so bought." I do not believe that has ever been acted upon. Would you mind asking my agent here whether it has ever been acted upon?

19,841. "Do you consider this clause neces-"sary in your interests"?—No; I think the discretion of the tenants is quite sufficient. It may be necessary though to have something in writing to prevent a bad tenant spoiling the land by ploughing it up unnecessarily.

19,842. "Referring you to Ysgellog, did the "farm remain in the family of the late tenant "for 200 years"?—I do not know whether the late farmer was there for 200 years; I believe he died childless. His former landlord is here, and can tell you.

19,843. "When the farm became vacant was "it applied for by a member of the family, who "was a farmer of good repute and sufficient "means"?—No; I never heard of that applica-tion.

19,844. "Was the farm actually let to Lewis "Jones, a Churchman and Tory"?—Yes, it was let to Lewis Jones. He is a Churchman, but I do not think he is a Tory. The actual tenant had been looking out for that farm for a good while; but I must tell you that the late owner of that farm and I had been talking, I of pur-chasing and he of selling it, for a good many years before.

Chairman—continued.

19,845. "Do you know Pen-y-bryn Rhos-golyn"?—Yes.

19,846. "Was the farmhouse burnt to the ground"?—Yes, it was.

19,847. "Was the house burnt built by the "tenant at his own expense"?—The house was burnt, on the tenant's own account, through his own negligence, that is to say, the tenant con-tended that there was a beam in the chimney which had been constantly catching fire. If so, it was his duty to have informed me or my agent that there was a beam in the chimney which wanted removing. He did no such thing. The real fact was that the tenant took in as a lodger a brother of his who was known to be a drunkard, and there is every reason to believe, through the suddenness with which the house burnt, that he upset a paraffin lamp. I must tell you that the brother could not be got out in time, and he was burnt to death; but there is every reason to believe that the place was set fire to by a paraffin lamp. So I told the tenant that if I was to keep him he must repair the damage himself. Ultimately what he con-tributed was 100*l.*

19,848. "Was the house burnt built by the "tenant at his own expense"?—I say it was not entirely built at his own expense. What he contributed was 100*l.*

19,849. "Was a new house rebuilt by you "without consulting the tenant"?—No, that is not true. When the new house was built the tenant was consulted.

19,850. "Was the tenant called upon to pay "for the new house"?—I called upon him, as I told you, to pay 100*l.* towards it. My agent will tell you what was the complete cost.

19,851. That does not matter. You say he paid 100*l.* towards the cost of the new house?—My impression is that the whole cost was something like 140*l.* I do not like to say exactly, but I believe it was over 140*l.*

19,852. "At whose expense are buildings on "the estate erected and repaired"?—Buildings on the estate are erected by me, and small repairs are done by the tenant. I do not know that I can exactly describe to you the difference between what I call ordinary repairs and the sort of thing that a man can get done himself easily. If a whole building comes down then I have to re-erect it.

19,853. "What abatement of rent have you "given on your estate during the last 10 "years"?—I have given no abatement of rent, and never do, because on principle I would not. I make permanent reductions where I think them necessary. You have got a statement, going a long way back, and you will see that the rents have not been altered since then. Although the value of cattle went up very much, the rent has not been altered, so one year pays for another. I have never had any complaints nor requests for abatement of rents.

19,854. "Comparing the rents of to-day with "those of 1853, is there an increase or a "decrease"?— That statement I handed in ought to have been added up, and as it is not,

Chairman—continued.

it is rather difficult to say offhand. A great many of these rents are the same now as they were in 1821 and 1851; there has been no alteration. In some cases there has been a decrease, and in a few others an increase. Where there has been an increase it is where there has been new letting to a new person, not of the same family. In fact the farm that I mentioned that was 91 acres, and let at 28*s.* 6*d.* per acre, is where there has been the chief rise of rent, and the tenant is still perfectly satisfied that it is a moderately rented farm.

19,855. "Referring you to the case of Ysgu- "borddu, did you raise the rent from 72*l.* to "132*l.*"?—Yes, that is the one that I am referring to.

19,856. "Was there a valuation"?—My agent tells me that there was not. The tenant offered that for it himself.

19,857. "As to the enclosures in Holyhead "Mountain, when was the enclosure made"?—You mean enclosures not on the Holyhead Mountain but on Penrhosfeilw. The deed was in 1875. Probably the enclosure followed shortly afterwards.

19,858. "What price, if any, was paid by the "representative of your estate"?—Penrhosfeilw most likely was not applied for at all. It was, I suppose, an allotment to the adjoining landowners. The conveyance of the mountain is another thing. I see in the deed it is "Ninety "pounds and eleven shillings of lawful money "of Great Britain."

19,859. "What rents annually are now re- "ceived in respect of the Holyhead Mountain "enclosures"?—You are mixing up the two enclosures. This Holyhead Mountain is not an enclosure at all. It is simply that the Crown made over the surface rights to me. What rents I have from Penrhosfeilw I could not tell you at this moment. This is not Penrhosfeilw really; it is Pwll Pillo Marsh. You must ask my agent about it. These things are before my time.

19,860. "What improvements, if any, have "you or your predecessors in title executed on this enclosure"?—I do not know that I have executed any improvements upon this. It is most likely that the land has been added to the adjoining premises, and gradually come into cultivation. The usual custom is to let it at first at a very low rent, a nominal rent, and then afterwards by degrees in years after, the rent is increased. All I can tell you is of something which happened of the same kind in Cheshire, of which I am aware. There was a plantation that was cut down and thrown into the farm, and the tenant said to me that the custom was to let it for somany years for nothing; and after that, I forget in what number of years, he said the custom was for it to be let for something more, and so on, till it came to the value of full land. As a matter of fact, the new tenant is in the farm, but nothing has been added to the rent of that farm for the rent of that plantation.

19,861. "You have spoken of the labourer "getting 10*s.* a week as pocket money"?—"Pocket money" is a strong expression of course. What I mean is, that he does not live upon it; he only has to get his clothes out of it.

19,862. "Do you know that out of this 10*s.* "he has to buy his clothes and meet all the "other liabilities which he may incur"?—Well, I should think four weeks' wages at that rate would buy his clothes.

19,863. "Do you think a labourer ought to "buy books occasionally, or contribute to the "chapel he attends"?—Yes, by all means let him buy books. I would not recommend that he should get *Y Genedl Gymreig*. As to contributing to his chapel, if he went to church he would have to pay nothing. What he has to pay for his preachers I do not know.

19,864. "Do you think a labourer ought to "put a little by to meet the chance of illness or "accident"?—Certainly, and I have referred you to what the Holyhead guardians are doing to encourage that kind of thing. I have also been at work with other people in London trying to get Sir Reginald Welby to do something to improve the Post Office arrangements, and to make them more generally known.

19,865. "Do you now say that 10*s.* a week is "too much for the labourer"?—No, I do not say so now that it is pocket money. When I said that, I meant it as a figure of speech. But I do say, that it is more than he requires, and it is very hard upon the farmers to have to pay that money when they cannot afford it.

19,866. Do you think that 10*s.* a week is more than the labourer requires?—By "requires" I mean, and I suppose you mean too, absolutely requires; that is to say, that it is a matter of necessity that he would be pinched if he had less. I think he would not be pinched if he had less.

19,867. "You state you erect buildings on "the estate. Who built a new granary at "Chwaenwen Isaf"?—The new granary at Chwaenwen Isaf was built in this way. I gave the materials and the tenant left, and then he was compensated, so that the whole building cost more than if I had started it and built it by myself by a contractor. That is the case I referred to when I told you that the arbitration cost 12*l.* 12*s.* 0*d.*, and the award was only 28*l.*

19,868. "Did you refuse to compensate the "outgoing tenant until forced to appoint a "referee"?—No, certainly not. The tenant began by asking for a great deal more than he was entitled to, beyond the matter of the granary.

19,869. Now I have a number of questions by Mr. R. H. Williams: "Have you ever desired "your tenants to destroy their dogs"?—I have desired them to get rid of them certainly. A number of people keep sometimes two, and as many as three dogs without any necessity, not having sheep; they are not sheep dogs, but dogs that are very mischievous. Some people with only four acres of land keep a dog that eats much more than a child would eat. I say they have no right to take the children's bread and

Chairman—continued.

cast it to the dogs. The dogs are a perfect nuisance. At one time in Holyhead we had a dog that went mad, and bit five other dogs, and they all went mad, and these dogs were quite out of control.

19,870. "Was a farm called Turnpike in the "parish of Holyhead, let to a maid servant "after her master's death on the condition that "she would take her dog to Penrhos to be shot"? —I do not know about taking it to be shot, but there is no doubt I said that she should get rid of it. I do not know that she was a maid servant, I forget what she was.

19,871. "Was a circular letter sent by you or "with your knowledge or consent to the tenants "in the parish of Holyhead, three or four years "ago, with regard to dogs"? —Yes. A circular was sent round; it was simply a repetition of a former circular of my uncle's, which was sent round. The only addition I made was to say, that if this was not attended to, I should take other measures. Some Radical paper (I think it was the "Holyhead Mail") wished to know what measures I intended to refer to. I will now say I intended two things: one was, that perhaps with regard to tenants who kept dogs, small tenants who ought not to be able to afford it, I should consider their rents were too low if they were able to afford to keep such large devouring dogs, and the other was to take measures against the dogs myself.

19,872. "Did you order the said tenants to "destroy their dogs"?—I did not order them, but I desired them to get rid of their dogs I desired the Exciseman to exercise a little more vigilance in looking after dogs such as had no right to exemption. Then I spoke in the House of Lords about the necessity of diminishing the dogs—I have got the speech here. The figures were published in the Carnarvon newspaper of the number of sheep worried in two years in seven parishes in Carnarvonshire. Llanddeiniolen was one of them. I do not remember the names of the others. In Anglesey here, I have heard constantly of sheep being worried by dogs.

19,873. "Have you yourself ever shot dogs "belonging to your tenants"?—I have probably constantly peppered dogs at a distance. I do not remember ever shooting one belonging to my tenants to kill it, but I never see a dog in a field without blazing at it more than a hundred yards or so. That is the only way of impressing upon the dogs and upon the farm servants what is proper. It is not the tenants who bring them out: the tenants all wish to have the dogs kept at home, but the farm servants disregard that. There is no agricultural operation that I know of in which a dog does not assist. He helps to tie sheaves, he helps to get potatoes, and everything else.

19,874. "Did you some years ago shoot a dog "at Cerrig y Baban, near Caergeiliog"?—No, I shot a dog on the farm of Mr. Owen, of Penymynydd. I was with him, and the keeper telegraphed to me that there was a dog there. I ran up a slope up the turnip field, the dog was gaining on me, he was coursing a hare, the hare

Chairman—continued.

turned several times, we were going up a steep ascent, so I fired a long shot to bring the dog to. It brought him to, and he came in a diagonal line again to go off the farm, then I shot him. We could not find him, but the following year his skeleton was found in the turnip field. Mr. Owen was very glad to hear of it, as it was a stray dog that had no business there—a dog that did not belong to his farm.

19,875. "Had you to pay any damage and what amount"?—No, I had to pay no damage, and there was no damage legally. I will tell you a story about the rights of dog shooting——

19,876. We do not want a story. Will you kindly answer the questions. "Do you reserve "the ground game especially in the parish of "Holyhead"?—I would like to finish answering the other question, please. I had not to pay any amount because I was within my legal rights. I must tell you that the first dog I ever shot, I shot in Cheshire. It was pursuing a hare, and I then did not know the law of the land, and I was under a mistake; I thought "I must not "shoot this dog till he has made himself criminal "—till he has killed his hare; if he has not killed "a hare, no one has any business to kill him." But he did kill a hare and then I shot him. We threw the dog into a ditch. Some time afterwards a woman appeared and asked "Have you "seen my dog?" It was such a very unladylike dog, that I did not believe it was hers. I said, "What dog—oh, if you mean a cur, yes—there "it is in that ditch; it has just been running "after a hare." Then she sued me. The case was reported in "Bell's Life," and was called a leading case upon the law. I was not able to be there because it happened that there was a division in the House of Lords on the motion against the late Sir Robert Collier's appointment to the Privy Council. I was one of those who voted, and I could not stay away to attend the County Court. This woman misrepresented one thing. She spoke not under oath but under declaration; she said I told her I had shot the hare. I had not shot the hare. It was the dog who killed the hare. However, that made no difference. Then I remember afterwards the case of a farmer in Cheshire who had seven sheep worried by a dog. He went home and got his gun and followed the dog and killed it. They said that if he had killed it while it was running at a sheep he would have been within his legal right, but that it was a vindictive act to go away and follow the dog at a distance. This dog was coursing a hare on a farm that he did not belong to.

19,877. "Do you reserve the ground game "especially in the Island of Holyhead"?—No, I do not. It is no use reserving the ground game, and nobody does such a thing that I know of. The only difference between my property in the parish of Holyhead and my Anglesey property, is that on my Anglesey property the farmers kill rabbits themselves, and in Holyhead I mostly do it for them. They get the rabbits.

19,878. "Do the tenants suffer from damage "done by rabbits"?—No, the tenants do not

Chairman—continued.

suffer from damage done by rabbits. I never heard any complaint, and I think you had a witness yesterday, who said he lived between two of my farms, and never heard of any complaints.

19,879. "Has any compensation ever been "allowed any tenants for such damage"?—Yes, as I told you I have given compensation. I told you about the case of a tenant who I believe is a woman to the best of my recollection; I gave her compensation for damage done by some rabbits, which had got out of a neighbouring enclosure.

19,880. "Do you know Porth y dafarch Farm "in the parish of Holyhead"?—Yes, I know Porth y dafarch Farm.

19,881. "Have you had a portion of it con- "verted into a rabbit warren"?—Yes, I have, with a 6-foot wall to prevent the rabbits getting out.

19,882. "Has any reduction in the rent been "allowed on this account"?—Yes, a reduction in the rent has been made, as I have told you already, by taking the whole rent of the farm and dividing the rent by the number of acres, and then the average of whatever comes off per acre is taken off although this was rocks and the other part of the farm might be good land. There has been no complaint made. In fact, one of the tenants had only two acres of rocks and I think he said he did not want anything, but I insisted that he should have it.

19,883. "Has a farm called Tanrallt Bodedern "been similarly converted"?—I must say I think these are most extraordinary questions. Who is Mr. R. H. Williams? This is not a tenant coming forward to explain. It is some meddling outsider. What does he know about it? The fact about this, is that this enclosure is part of the farm of Tanrallt; I have here somewhere the exact acreage, its rent was 125*l.* The tenant himself has not much capital. He has not as much stock on the farm as he ought to have, and he cannot cultivate properly. The top of the farm which is part of it is a gorse field—a very rough gorse field—and there are other gorse banks. The tenant himself proposed that I should take off part of the land and take off 25*l.* from his rent. That I have done without any demur or cavil. I took it at his own valuation. Then the other day I happened to ask "Has any difference been made in the rating "of this," because I supposed that necessarily it would go by the value of the rent. The rent undivided is 125*l.* It was four fifths that the tenant retained and I took one fifth. However, the person who valued for the guardians valued the remaining part of the farm at 61*l.* rateable value, and he valued for me something like, I think it was 22*l.*, showing a different proportion—rather a larger proportion of rates was put upon me. As the tenant gets the benefit of the rate I said it was not worth while disputing about it, so the tenant has been benefited. It has been all done at his own suggestion and request, and that this should be brought up as a grievance by some outsider is, I think, rather too bad. I really think that the Commission ought not to allow such questions.

Chairman—continued.

19,884. Will you kindly answer the questions concisely?—I cannot answer more concisely a question such as this, which is captious and you might say a false question.

19,885. "What effect upon the neighbouring "farms had the creation of rabbit warrens"?—No effect whatever.

19,886. "Are prosecutions for offences against "the game laws often made on your estate"?—No, not often. My agent will be able to answer this question better than I can.

19,887. "Do the gamekeepers receive half the "prosecution fee in case of conviction"?—I do not know about that.

19,888. I have some further questions by Mr. Ellis Jones Griffith: "Referring to Presadd- "fed, was the house in an insanitary con- "dition, and did your tenant, Daniel Jones, lose "three of his children through diphtheria, "which was caused by the insanitary condition "of the house"?—The house cannot have been in an insanitary condition, because my late uncle had built new offices, and rebuilt it altogether, and intended it for my late aunt to live in, if she had survived him.

19,889. "Was the said Daniel Jones obliged "to take a house elsewhere on that account"?—No, he did not; he lived in the house and left it in a very dilapidated state.

19,890. Did you afterwards sue Daniel Jones for dilapidations?—No, I did not. What I sued Daniel Jones for, was this. He attempted to go away, and did go away without paying his last half-year's rent; and it was decided against him in one of Her Majesty's Courts of Law, I believe, by Mr. Justice Field.

19,891. "Did you refuse to pay for manure "and seeding left on the farm by Daniel "Jones"?—Probably my referees did refuse to pay for seeding, because I heard that the seeding was very badly done. In short, it had to be re-seeded. Mr. Owen, of Penmynydd, and somebody else were the people who looked into that matter—practical agriculturists.

19,892. Then I have some questions by Mr. Vincent: "As a matter of fact, have you "not spent a great deal of money in providing "dairy accommodation"?—I have spent for Mintons tiles 269*l.*

19,893. "You are a landowner in England. "Do you know of any reason why a Land "Court should be wanted in Wales more than in "England"?—None, whatever. In fact, some of the people in Lancashire are rather unreasonable in complaining, because the markets of Lancashire must be as good as those in Cheshire.

19,894. "Do you consider rents are higher in "proportion to value of land in Wales than in "England"?—Rents are very much lower in Wales than in England; even lower, I think, than the difference of markets would account for. It is accounted for by what I said before: that tenants are expected to do the small repairs

Chairman—continued.

which they do not do in England where you have an estate carpenter and mason.

Chairman.

We are much obliged to you, Lord Stanley, for your evidence.

The witness withdrew.

Mr. Hugh Williams called and examined through an interpreter.

Chairman.

19,895. Has this statement been gone through with you by Professor Rhŷs, and is it the evidence you want to give?—Yes.

[The following statement was read]:

"The evidence of Hugh Williams, Pantysaer Isaf, Llanfair, M.E.

"I am a tenant farmer, residing at Pantysaer Isaf, Llanfair mathafarn eithaf, Anglesey.

"I beg to bring under notice facts with reference mostly to small holdings in the parish of Llanfairmathafarneithaf, and the adjoining parishes of the Anglesey Union.

"Occupation.—The usual term of tenancy is 12 months. There are but very few farmers holding their farms under leases. The demand for the same is but very limited as the rents are too high. I have been given to understand that the landowners have an objection to grant leases. Where there are leases, the tenants farm better as they have security of tenure for a specified period.

"In some instances the tenants change very often. In one farm that I know of, I remember as many as seven different families living. Two or three out of the seven tenants went through all their money there. I must attribute their failure to the fact that the rent was too high. I know of many instances of hardships to tenants. I have an opportunity of knowing the circumstances of the farmers of the district, as I have been an agent to a London manure company for 10 or 12 years, and I not only solicit orders, but collect the money also. It has become a somewhat usual thing for one farmer to become surety at the bank for another farmer, for money to pay the rent. I also know of some who have had money on their stock. I know of many working very hard in order to make two ends meet. I am not aware of any class of people in the country working so hard as the tenants of small holdings. I am not aware, either, of any who live on such hard fare.

"Many of the agreements between landlord and tenant are oppressive. In many of them the tenant is not allowed to sell hay, straw, or turnips, under any circumstances, except at the expiration of the tenancy. The tenant is also compelled to observe a certain rotation of crops, which rotation is not always the best. The agreements are drawn out in English—in a language unintelligible to the common people. The tenant often signs an agreement, the contents of which he knows nothing about, and which he has never seen, save on the occasion of signing the document. Many of the landlords keep the copies of agreements to themselves without furnishing one to each tenant. The rents of lands of similar qualities vary greatly; the reason for which is that some of the landowners let at reasonable rents, while others let at rents very different from that. The rents of small farms are, on an average, higher by one third than those of the large farms; and in many instances the rent is higher by one half. The land on small estates is also much higher than that on the large estates. I beg to present to you a few facts which prove that the rents have been raised high recently.

Chairman—continued.

"Pantysaer Isaf is 38 acres. There is only about half the farm under cultivation, while the other portion is too thin. My father, my grandfather, and my great-grandfather have occupied the place before me. The rent has been advanced during the last 45 years from 15*l.* to 35*l.* irrespective of the rates. As far as I am able to judge, the expense to the landlord during the whole time it has been in the occupation of my ancestors and myself, was only about 200*l.* My ancestors and I have invested hundreds of pounds in the place without receiving a penny as compensation. When my great-grandfather entered the place, the house and outbuildings had their roofs fallen in—in fact, they were in ruins. He became tenant, at first, at a rent of 9*l.* a year. At present I am from 5*l.* to 10*l.* out of pocket every year for the last seven years—the time I became joint tenant with my mother without putting a penny aside as wages for myself.

"Pantysaer Uchaf is 29 acres, and is in the occupation of Owen Jones. During the last three years the rent has been advanced from 14*l.* to 30*l.*, and that without the landlord having spent any money on the farm.

"Tyddyniolyn is 9 acres, and is in the occupation of Jane Williams. The rent has been advanced from 12*l.* to 30*l.* a year (the latter sum including the rates). The holding is about 3 acres less than it was before the increase of rent. It is but fair to add that the present landlord has gone to some expense, possibly 100*l.*, more or less, on the place.

"William Williams, the tenant of Tymawr, 9 acres, had a sudden notice during last year that the rent would be advanced from 10*l.* to 16*l.*, although the tenant and his wife are over 75 years of age each, and their ancestors had occupied the place for 250 years. Seeing that the increase was so much and the depression so great, the tenant's daughter, who looks after her parents, asked whether they might purchase the place. The only reply they had, after some time, was that they might have the place for 500*l.*; or at a rent of 15*l.* instead of 10*l.*, and with no further security than the lives of the old people. This was done on a large estate,

Chairman—continued.

viz., that of the Hon. Frederick Wynne, Glynllifon. The matter has now been settled by purchase.

"The rent of Tyddyn Sarjant, 28 acres, in the occupation of Owen Williams, was recently advanced from 11*l.* to 24*l.* a year; but he had an addition of an acre or an acre and a quarter, and a house worth 150*l.*

"The rent of Pentyddyn, in the parish of Llanallgo, 10 acres, in the occupation of William Williams, was at a recent period advanced from 12*l.* to 20*l.* a year. This is, I believe, Church property, and the rent belongs to the Penrhoslligwy living. Many persons doubt whether the advancements were legal in this last instance.

"I am not aware of the rent of any farm in the district having been reduced during the last 50 years.

"Several landowners have granted occasional abatements during the last six or seven years in amounts varying from 5 to 15 per cent.; but there are also several who have given no abatements during that period. Notice is generally given beforehand when abatements are granted. Sometimes a revaluation is followed by the rents being raised, but not always. Rents are often raised without any revaluation whatever, and when the prices of produce do not justify it. Small dealers often suffer severely in the different neighbourhoods on account of the preferential claim for rent. The Welsh people are so attached to their homes that they will pay the rents, lest they might receive notice to quit, even if they have to leave every other possible claim unpaid.

"The tithes are paid by the occupiers in this district almost without exception.

"The occupiers also pay the land tax as a rule, and that is the case without exception, in the parish of Llanfair mathafarn eithaf. The occupiers pay all the local rates, but there are some exceptions amongst those who only occupy houses and gardens. The Income Tax is paid by the landlords, but if paid by the tenant for convenience sake, it is returned on the rent day. The local rates have not increased in my district during the last 25 years, except in two parishes, viz., Llanddyfnan and Llanfairmathafarn eithaf. The increase in these parishes is due to education. Two schools and schoolhouses had to be built in these parishes, and as the interest and an instalment of the capital were paid annually, there was an increase in the rates. The education rate alone has been, in the course of the last 15 or 20 years, about 1*s.* 3*d.* in the pound on the rateable value.

"The farms vary considerably as to size in the district. In Llanfair mathafarn eithaf the farms are generally somewhat small—ranging from 3 or 4 to 60 acres. In the adjoining parishes the farms are much larger, and reach scores and hundreds of acres. In one instance several small holdings have been consolidated into one farm of about 1,000 acres. This affects the produce unfavourably, as much of the land is overrun by rabbits.

"Small occupiers are certainly more skilful and competent in farm work than large occupiers, and they can pass through a period of depression better, as they work occasionally off the farm and earn money to pay their creditors. However, they are not as able to provide for their families as large occupiers. Facts show that middle-sized farms are the best, taking everything into consideration.

"*Cultivation.*—Hundreds of acres of waste land have been enclosed from the common in the parish of Llanfair mathafarn eithaf within living memory, and some of it has now become fairly good land. Lord Boston, as lord of the manor, has enclosed hundreds of acres, during the last 10 or 20 years, in the parish of Penrhos Lligwy, but I have no knowledge as to his title to the same. He has let the parts enclosed in small plots to different persons at low rents.

"*Improvements.*—I am not aware of any landowner in this district having done any improvements on his land, further than erecting dwelling-houses and outbuildings jointly with the tenants. It is the tenants, without exception, that improve the general condition of the holding (save of course where the landlord occupies his own farm). Many small freeholders who occupy their own farms cultivate their land well, and improve it immensely. When a tenant quits a farm, it is customary to permit him to sell the hay, straw, and root crops, by the incoming tenant appointing a valuer to meet a valuer appointed by the outgoing tenant; or in the absence of that, he is permitted to sell them by public auction. It is also customary to allow compensation for permanent improvements; but I am not aware of any tenant having received compensation for the general improved condition of his holding. When compensation is given it is for specific improvements, and never for general improvement.

"*Game Preserving.*—Game is generally preserved by the landowners in my district. Tenants generally avail themselves of the provisions of the Game Act of 1880; but not all of them. The reason for this is, that the tenants are afraid of their landlords to draw the line too straight. The tenants suffer much loss through the game, and they are not always sufficiently recompensed for their loss. In some parts of the county the tenants are obliged to pay the game tax, and, of course, the landlords or some persons appointed by them enjoy the benefit. This is the case in the parish of Llanfair mathafarn eithaf. The tenants throughout the parish pay the game tax.

"*Co-operation and Combination.*—I am not aware of any instances where profits or risks are shared between landlords and tenants, or between employers and employed. It is a custom amongst the farmers to assist each other to carry out specific work, such as carrying hay and corn, threshing the corn, &c. I am not aware that any farmers insure their stock or agricultural implements; but many insure their hay and corn stacks against fire, and some insure their outbuildings. Many farmers in my district make use of 'Sick Societies.' There are two such societies in the

Chairman—continued.

district with a membership roll (between them) of about 300. I hold an honorary office in one of them, viz., the club of the Independent Brethren of Marian Glas. The members number over 200. I estimate that about half the number of members of both clubs, are farmers.

"*The General Condition of the Farming Population.*—Freeholders.—Many small farmers have inherited their farms after their relations, and the number has not decreased, but on the contrary. Several tenants also have purchased their holdings and occupy them personally. What induced them to do this was that some of them wished to improve their circumstances, while others were greatly attached to their homes, and purchased them at any price rather than lose their holdings. Freeholders as a rule cultivate their land much better than occupiers. The reason for this is obvious; no one can turn them off their farms, and they will be compensated for their labours. They work with a will. With reference to farms in general, and especially small farms, the tenants work themselves, together with their children and wives. The children work at home generally, receiving no wages, or next to nothing. Very few parents, who live in small farms, are able to assist their children when they go from home, or when they marry. It would be impossible to pay the present rents, were the children properly remunerated for their services. Not only the children who are at home receive no wages, but those who have left home, and have gone into service, or to sea, or work as joiners in some of the towns of England, send money home to assist their parents to pay the rents and taxes. It would have been all over with many small farmers in the country since many years but for this."

Lord *Kenyon.*

19,896. What is the size of Pantysaer Isaf?—38 acres.

19,897. Who is your landlord?—Mrs. Roberts, of Graig Wen.

19,898. Is she also the owner of Pantysaer Uchaf?—No.

19,899. Who is the owner of Pantysaer Uchaf?—The Rev. Mr. Roberts, who is a curate in Merionethshire, I believe, now.

19,900. Have these farms been recently sold?—It is 45 years since Pantysaer Isaf was sold.

19,901. And the other?—Pantysaer Uchaf three or four years ago.

Mr. *Griffiths.*

19,902. You say you did know of tenants changing six or seven times on a farm?—I know one farm where tenants have removed six or seven times in my lifetime.

19,903. What is the cause of that changing?—I believe they are unable to live there on account of the rent of the farm being too high.

19,904. Did any of them fail?—Two at least failed.

Mr. *Griffiths*—continued.

19,905. What became of them?—They left.

19,906. On what estate was that?—The estate of Tanygraig Pentraeth.

19,907. Who is the owner?—I am not certain, but I think John Rice Roberts, Esq.

19,908. Then you say with regard to Pantysaer Isaf that the rent was raised from 15*l.* to 35*l.*; in how short a time?—I cannot give dates, but the advances have been made in the last 45 years. The farm was sold about 45 years ago, and the rent was raised first from 15*l.* to 28*l.*, then to 33*l.*, and afterwards to 35*l.*

19,909. There were some buildings erected before that?—About 20 years ago a house and outbuildings were built at a cost of about 200*l.* I estimated them at about that.

19,910. You speak of several places. Have you been deputed by these people to appear here before us?—Yes; a meeting was called, and I was requested to appear before the Commission to state how matters were in my district.

19,911. And you have put forward the matters concerning the advances in rent from their information?—Yes, I had these facts from the persons themselves who held the farms.

19,912. You speak of Pantysaer Uchaf, where the rent was raised from 14*l.* to 30*l.* Was there any money spent on that farm in buildings?—No, not a penny, so far as I am aware.

19,913. I mean by the landlord in buildings?—No, not a penny.

19,914. Then you say as to William Williams, Ty Mawr, his rent was 10*l.* and advanced to 16*l.*?—They had a sudden notice that the rent would be advanced from 10*l.* to 16*l.*

19,915. Did they buy the farm then?—Yes, they bought the farm for 500*l.*

19,916. What is the date of the purchase?—About three months ago.

19,917. Then Tyddyn Sarjant again. The rent, you say, was advanced from 11*l.* to 24*l.* a year. Why was that?—I think the chief reason was because the place was sold.

19,918. Had each of the people improved the places?—There was 150*l.* improvement on that place, and about an acre and a quarter added to it.

19,919. Then the tenant in this case had to pay twice over for his improvements. Who built the house?—The landlord built the house.

19,920. You mentioned some instances of hardship besides?—There are several instances where the rents are too high, and that is what I consider the greatest hardship. The food is poor and the work is heavy.

19,921. You are a manure merchant, are you not?—Yes.

19,922. How do you get your money in?—Very middling indeed. I have lots of money out for many years.

19,923. Then it is not only this year's accounts that you are in arrear?—No, there are many years in arrear before.

19,924. Do you lend some of them money?—No, I do not lend very much.

Mr. *Griffiths*—continued.

19,925. Do the farmers purchase as much manure now as they used to do?—Yes, they buy quite as much; in fact, they buy more every year.

19,926. Only they do not pay ready money?—No, they do not pay ready money. Those that use less guano live poorer; they do not fare so well.

Mr. *Richard Jones.*

19,927. You say that there is a demand for leases, and that farmers have taken them?—I know of instances where farmers have applied for leases.

19,928. And been refused?—Yes, and been refused, and there is an impression in the district that the landowners are not ready to grant leases.

19,929. I think one of the agents told us this morning that they would be perfectly prepared to grant leases if there was any demand for them?—I cannot say about that, but the general impression in my neighbourhood is that they are very unwilling to grant leases. That is the general impression in my district.

19,930. You say here "It has become a some-"what usual thing for one farmer to become "surety at the bank for another farmer for "the money to pay the rent." Are you able to speak with authority on this point, or is it merely hearsay evidence?—I know of several instances, but I would not like to give the names. I may say this, that I have been myself several times surety for a farmer.

19,931. We do not ask for the names, but have you them?—I know of several, but I would not like to disclose them.

19,932. You also say that the farmers live on hard fare. Of course I should not have asked you unless you had mentioned this; but could you tell us what is the diet of the farmers now; what do they get in the morning for breakfast?—Some live on bread and milk.

19,933. What is the next meal?—Dinner.

19,934. What do they get for dinner?—Potatoes with butter-milk, and potatoes with butter; some get salt meat; they very seldom get meat except salted meat.

19,935. You say that they have potatoes and butter. How do they manage that?—They put potatoes into a bowl and a lump of butter in that.

19,936. And mix them?—Mix them.

19,937. And afterwards do they get meat?—Sometimes.

19,938. I think you said they get salt meat?—Bacon and beef salted.

19,939. Then the next meal?—What they call tea.

19,940. What is that?—Bread and butter and tea.

19,941. And do they get supper afterwards?—Yes, porridge.

19,942. What do they have along with it?—Butter-milk generally.

Mr. *Richard Jones*—continued.

19,943. How often do they get fresh meat?—There are many farmers who cannot afford to get a piece of fresh meat once a year.

19,944. During the whole year?—During the whole year.

19,945. What do the labourers get?—Something similar to that. Of course there are some farmers who get it better than others.

19,946. Do you think the labourers on the large farms get better food than the labourers on the small farms?—Yes, as a rule.

19,947. You say that the landlords or the agents do not supply agreements to the tenants. Is that so?—They do not allow tenants to have copies of it.

19,948. Would they not have one if they asked for it?—I am not aware of it.

19,949. Do you know cases where they have been asked for and refused?—I signed an agreement about seven years ago. I suggested that a copy should be given, but it was not granted.

19,950. Can you think of any reason why an agreement was not given?—The impression is that the landowners draw out the agreements in order for them to be safe should the tenants leave.

19,951. As a protection against a bad tenant?—I cannot say.

19,952. Are all the cases you have mentioned of advance in the rent recent?—Some of them quite recent, others several years ago.

19,953. Then there is the case of Pentyddyn, where there was an advance from 12*l.* to 20*l.* You say many persons doubt whether the advances were legal in this instance. It is Church property. What makes you think that persons doubt whether the advances were legal or not?—It is not known whether the Reverend Mr. Richards, Penrhos-lligwy, is a trustee of that property or whether it goes towards his stipend. He informed them that it would be advanced.

19,954. What is William Williams—a Churchman or Nonconformist?—It is very difficult to say. His wife belongs to the Nonconformists; he does not belong to any sect.

19,955. Are there any other farms that are Church property besides Penrhos-lligwy?—There is one small place close to Pentyddyn. It belonged to Pentyddyn years ago—it belongs to the same living.

19,956. Has the rent of that place been advanced?—I do not know. The man that held it, has just died.

19,957. What was he; was he a Nonconformist or Churchman?—He was a Churchman.

19,958. Do you think these places are let on the condition that the tenants are to go to church?—No, I do not think that.

Mr. *Grove.*

19,959. You spoke about collecting a game tax. How many parishes did it apply to?—So far as I understand, it is in the Anglesey Union; the whole of the parishes.

19,960. Is it collected in any other union?—I do not know.

Professor *Rhŷs.*

19,961. With regard to the agreements; did I understand you to say or to intimate that the tenants have a sort of shyness in asking for their agreements?—My impression is that some landowners do not give copies, only when they are signed, and then they take them back.

19,962. That is the impression in your neighbourhood?—Yes.

19,963. Do you have the agreements explained to you at all, or do you have them to take home with you to find out what they mean and look over them?—I had my agreement to go home to be signed by my mother, who does not understand a word of English, and the only interpreter was myself, and I do not profess to understand much.

19,964. I suppose that many of your neighbours do not understand the agreements as well as you do?—Very likely not.

19,965. Do you not think that they are to blame that they do not study their agreements?—They would understand them perfectly if they had them in Welsh, but they are in a language foreign to them.

19,966. Do you think it would be a convenience to have them in Welsh?—They would understand them perfectly.

19,967. Is it your impression that leaseholders farm their land better than tenants holding from year to year?—Yes.

19,968. You touched on another subject. You said some of your neighbours could not pay their rents unless they were helped by their children who were away earning wages?—Yes.

19,969. Have you anything more to say on that. Can you give any instances?—I could give an instance in connexion with Pantysaer Isaf when my father was tenant there. I had one brother away at sea and another a joiner at Liverpool, and they sent money home to assist.

19,970. Your father could not have paid but for their help?—I think it must have been impossible for him to do so.

19,971. Do you know of any other cases where you think the same state of things exists?—Yes, I know of some instances, but I would not like to name them; perhaps they might feel offended.

19,972. Do you know of any now?—Yes, I know of several instances, but I would not like to name them.

19,973. How many could you think of now?—I know about half-a-dozen or more.

19,974. On what estate. You will not object, perhaps, to say that?—Not on any particular estate; there are so many small estates in the neighbourhood.

19,975. It is on several estates?—Yes.

Sir *John Llewelyn.*

19,976. Do you consider that the occupiers are better off as tenant farmers or as freeholders?—I consider they are better off as freeholders.

Sir *John Llewelyn*—continued.

19,977. Even although they have to do the buildings?—Yes.

19,978. Do you think if the Welsh had the same opportunities of land purchase as the Irish have they would largely exercise that right?—Yes, very largely.

Lord *Kenyon.*

19,979. Can you give any instance of a landlord refusing to grant a lease?—Yes, the tenant of Tyn y gongl farm applied for a lease some years ago.

19,980. Who was the landlord?—Some of the Madryn family—John Williams, Esquire, Gwernhefin Farm, Bala, was the agent. At first the lease was promised, but they never had it from him. They were willing to build a house and out-buildings if they had a lease.

19,981. They could not come to terms?—No, he was not willing in the end to grant a lease.

19,982. Did he build a house?—No, the place by now has been sold.

19,983. You also stated that leaseholders farmed better than the tenants under agreements. Can you give any instance of that?—Yes, because they have security of tenure.

19,984. No, I want instances of the farming better under a lease?—There are very few on leases in my neighbourhood, and I do not remember an instance at present.

19,985. You cannot give an instance then?—The leases have run out by now.

19,986. I only wanted to know if you could point to an instance, and you cannot?—The leases are run out, but there is an instance at Pantsaer Uchaf when it was under lease.

19,987. It was better farmed when it was under lease?—Yes, I consider it was better farmed.

19,988. Although you are a manure merchant?—Yes.

Chairman.

19,989. These are questions by Mr. Owen Wynne: "You have told us what food the "farmers have. May I ask if they ever have a "glass of 'cwrw'?—The poor sort of farmers get a little drink, but the best farmers do not drink.

19,990. "You are a manure agent. I suppose "in these bad times you reduce the price of the "manure"?—Yes, it has been reduced several pounds in a ton during the time I have been agent.

19,991. "Do you give the farmers any "guarantee of the purity of this manure"?—The reputation of the company is sufficient.

19,992. "May I ask if Mr. Bryn Roberts, M.P., is not trustee for this property, including your farm, on which you say you are so hardly dealt with"?—I believe he is.

19,993. These are questions by Mr. Vincent. "Are these farms of which the rent has been raised near Benllech"?—Yes, the lower part of the parish goes to Benllech.

19,994. "Is not that place becoming a watering "place, and has not land gone up greatly in value

Chairman—continued.

" in the neighbourhood " ?—Yes, it is improving in that direction, but there is one drawback; there is no railway going to the neighbourhood.

19,995. " Are not Olgras and Parc Treseifion close to your farm " ?—They are not very far.

19,996. " Have not improvements been done upon them by the landowner within the last 50 years " ?—I do not think there is much improvement done on either of the Olgras. There are two Olgras.

19,997. " Do you mean to seriously say that you have never known in Anglesey landowners do improvements at their own expense " ?—I am not aware of any doing improvements without the farmers helping in carting.

19,998. " Please give any details of your ex- " penditure on Pantysaer Isaf " ?—I carted all the materials for the new house and buildings in 1872.

19,999. Anything else ?—Yes, we have walled and drained a lot, and we have reclaimed waste land.

20,000. " Was not the increase of rent at " Pantysaer Uchaf and on Tyddyn Sarjant made " after they had been sold from the Bodorgan " estate " ?—Yes, the advances were made after they were sold.

Chairman—continued.

20,001. This is a question by Mr. R. R. Roberts: " Does not Mr. Roberts, agent for Mrs. " Roberts, supply copies of agreements whenever " they are asked for " ?—I do not know. I did not make a special application, but I suggested to the trustee that I would like to have one.

20,002. " Do you not know that copies were " supplied in the case of Monachlog and Tyddyn " Tirion last year " ?—I never heard that a copy had ever been given on the estate.

20,003. Question by Mr Bryn Roberts, M.P.: " Is not the property managed entirely by the " tenant for life and her agent, Mr. Roberts, of " Gydrian " ?—I do not know what the terms are between them.

20,004. Is not Mr. J. Bryn Roberts' connection purely nominal ?—I do not know. I understood he was a trustee of the estate—one of the two.

The witness withdrew.

Mr. David Owen called and examined.

Chairman.

20,005. You are a solicitor, I believe, at Bangor ?—I am.

20,006. Will you kindly state the points upon which you wish to give evidence ?—I have paid special attention to the subject of land tenure, and to the relationship between landlord and tenant. I have also acted as solicitor for a number of tenants in cases of disputes, and I have always taken a deep interest in the question on public grounds. I was brought up a farmer, and I am convinced that if greater security for capital and labour were given, and more freedom of cultivation, the land in Anglesey could be made to produce twice the quantity it does now. There have been vast improvements during the last 30 or 40 years. The rent roll of Anglesey has been more than doubled since 1815, when it was returned at 81,000*l.* In 1890 it was 184,897*l.*, though unfortunately the rent roll has been increased at the expense of the tenant principally. On purely agricultural land I do not think that all the landlords of Anglesey put together have spent 100,000*l.* during the same period.

Ownership: It is difficult to state the exact effect of incumbrances on estates, but where it is known that an estate is heavily mortgaged it tends to lessen the confidence of the tenant, and to produce a feeling of insecurity which is sure to be detrimental to good farming.

The present system enables a landlord to send a valuer over his estate to re-value it in order to raise the rent without due regard to the tenant's improvements, and this has wrought grievous hardship, of which I will give some instances.

Chairman—continued.

In Anglesey most of the Crown property has been disposed of to private owners, and that for almost nominal prices. This is a misfortune, especially in a county like Anglesey, which is surrounded by the sea, as land which would be almost valueless for agricultural purposes often turns out valuable for building purposes. All such land should be vested in public bodies for the benefit of the public. The foreshore and the space between high and low water mark are claimed by adjoining landowners, much to the loss of the farmers who were in the habit of carting seaweed and sand for manuring the land. An attempt was recently made by two adjoining landowners, with the consent of the Board of Trade, to prevent the carting of sand and gravel from a portion of the foreshore at Ce mlyn, near Cemaes, and an action for trespass and for an injunction was brought against a farmer in the County Court of Anglesey. That was referred to yesterday. I have here a copy of the judgment of the County Court Judge, which if the Commissioners would like to see it, I will hand in, as it deals with the question very fully. However, I need not refer to it further, as I think it has been already dealt with. Then the usual date of entry is the 13th of November, and as a rule farms are let from year to year. Leases are sometimes applied for and granted. Leaseholders feel greater security, and the two best farmed farms in the county adjoin each other and were held—one under a lease for the life of the tenant and his wife, and the other for a term of 45 years.

See 18,839, 18,926, 18,932–41, 20,092, 27,956.

On some estates the tenants have to keep a dog for the landlord, and I know of instances

Chairman—continued.

where they have also covenanted to preserve the game for the landlord.

Rent is always fixed by the landlord or his agent, according to his own goodwill, and the tenant must either accept the landlord's rental or leave. There is absolutely no uniformity, not even on the same estate. Some large farms are let at very fair rental. In one case in which I was concerned the tenant offered to refer a dispute about a proposal to advance rent to some competent valuer, and to pay the costs of such reference, but this offer was declined and the tenant had to leave. That was on the estate managed by Mr. Prichard, who gave evidence this morning. As to cultivation, in the district where I was brought up, there seemed to be a healthy and friendly competition among the neighbours for the best farming, for best stock, and best results generally, but the landlords took advantage of every improvement made by the tenant to raise the rent, with the result that farming in that district has become almost paralysed. The neighbourhood is much more thinly populated now, and there is an appearance of indifference, and a lack of the energy which was so characteristic of the farmers and labourers at that time, 25 and 30 years ago.

Generally speaking, the tenants used to make all improvements at their own expense; when buildings were necessary, the landlord sometimes (not always) allowed timber, slates, and lime. Fences, gates, and posts were invariably made by tenants.

I know of agreements where both the custom and the Agricultural Holdings Acts have been excluded.

Farmers do not often apply for written consents to execute improvements. They seem to prefer doing them, and trust that their landlords will not disturb them. Often they are deceived. I have never heard of a case where the outgoing tenant has obtained sufficient compensation for his improvements, nor do I know of a single instance where compensation has been given for the general improvement of a holding, and tenants have no power to dispose of their interest in a holding. In one case a claim was sent in for general improvements to the soil, but it was disallowed, although the landlord recovered the sum of 2*l.* 10*s.* 3*d.* for dilapidations in the buildings, and this on a farm where the tenant had spent several hundreds of pounds on permanent improvements, and lost all.

In my opinion, the provisions and procedure of the Agricultural Holdings Act are not satisfactory, nor do I consider the Acts themselves adequate. They do not allow sufficient freedom for the proper cultivation of the soil, for reclaiming waste land, and for the general improvements of farms. The period of exhaustion under the Act of 1875 is far too limited, and this is the basis of agreements too often. If a person build a house on lease in a town, a term of 80 or 90 years is granted, but if a tenant farmer build a house for himself and family, or for his cattle, as a rule his expenditure is deemed to be exhausted in 21 years. The printed agreement of one large

Chairman—continued.

estate has the following clause:—"All claims "for compensation for unexhausted improve- "ments must refer to such as have been done "within a period not exceeding seven years "previous to determination of tenancy." I have the agreement here. In another agreement on another estate the following clause is inserted:— "It is hereby agreed that the tenant shall be "entitled to a period of exhaustion of 14 years "from the 13th November 1874, in respect of "house and buildings erected and improvements "executed by him."

Professor *Rhŷs*.

20,006*a*. Does the seven years also include buildings?—Everything.

20,006*b*. I mean the one you mentioned before?—That is the only clause relating to improvements in the agreements.

20,006*c*. But it does include buildings?—Yes, certainly, all improvements. The tenant in the last case told me that he never saw the agreement until after the place was sold, and never knew of the existence of such a clause. He cannot read, and does not understand English.

In one case, on a change of tenancy of a farm on a large estate, the surveyor of the estate was instructed to value a stone wall erected by an outgoing tenant at his own expense to divide a rabbit warren from cultivated land. The surveyor valued it in 1881 at 350*l.*, all of which the incoming tenant had to pay. The period of exhaustion was fixed at 15 years. The clause in the agreement is as follows: "And it is "hereby agreed that the tenants shall be "entitled to a period of exhaustion of 15 years "in respect of stone walls built by the late "tenant for which the said Samuel Owen has "paid the sum of 350*l.*" I have photographs of that wall as an illustration, because I think they will assist the Commissioners very materially. [*Handing in photographs.*] You will observe it is a stone wall. The new tenant died in 1891, that is the person who paid the 350*l.*, and his children were turned away in 1892—the children of the man who refused to attend that political meeting of Aberffraw, of which we have heard—and lost this 350*l.*, except $\frac{4}{15}$ths, equal to 93*l.* By calculating interest on 350*l.*, and deducting 93*l.* from the total, it will be seen that the sum of 46*l.* was added to the rent for every year the tenant occupied the farm. This wall is quite as good to-day as it was in 1881. I saw all the walls last Saturday. In cases where fences are made with thorns planted by them, those fences are better in 21 years than at any period since their erection, yet when made with consent of landlord even they are deemed to be exhausted in 21 years, and no claim can be made if erected without consent, however great the improvement.

See 20,1 20,280.

When absolute security is given to farmers, and more freedom of cultivation, more home produce will be brought to the market, the con-

Professor *Rhŷs*—continued.

gested state of the towns will be relieved, and men will find healthier and more remunerative work on the land than in the towns. Besides, a large proportion of the money now sent to foreign markets for food will be spent on our own produce.

With regard to game preserving, I think it ought to be done away with, and the game should become the absolute property of the cultivator of the soil, just the same as his poultry. The Ground Game Act is a failure, especially on farms adjoining coverts and warrens, as tenants cannot trap except in certain ways, and they will soon get into trouble if they set their traps so as to catch the hares or the rabbits. As a rule pheasants cost the landlords more per head than they fetch in the market, without taking into account the damage done to the crops of tenant farmers, and it is certain that they damage the crops quite as much as rabbits.

With regard to co operation and combination: an attempt was made recently to establish a union between landlords, tenants, and labourers, but for obvious reasons it did not flourish, and it is now dying. The landlords did not give up their Property Defence Association, nor did the labourers give up their union. The tenants are without any union for self-protection.

As to the general condition of the farming population, in the county of Anglesey, a great number of the tenant farmers are in comfortable circumstances, the majority live from hand to mouth, and a great number are quite at their wits' end as to how to meet their engagements. Lately, proprietary farmers have increased owing to large portions of estates coming to the market, but the prices were so high that many will be much worse off as far as rent is concerned, though they may make up for it by the feeling of security, and the fact that they will be improving their own property. Those who purchased 40, 50, or 60 years ago have done well, and I know many farmers who have cleared the money borrowed at the time, and now their farms are free.

Tenant farmers, their wives and children in 9 cases out of every 10, work hard on the farms, and almost invariably when a farmer's son stays at home his position is not much better than a labourer, while the son who leaves home and goes to business succeeds in life. It is a common occurrence to see the successful sons of farmers buying land in their own native county, when the stay-at-home sons have to slave for their livelihood.

General relations between landlord and tenant: In order to illustrate the present unsatisfactory state of the law of landlord and tenant, I will refer to a few cases where the landlords have taken undoubted advantage of their powers, and raised their rents on improvements executed by their tenants, and otherwise confiscated property which ought to have belonged to the tenant. I wish to emphasize the fact that I have selected these cases out of dozens of similar, and some worse cases in the county of Anglesey, as I find that an attempt is made to minimise the effect of evidence already given by stating that there may be cases of occasional harsh treatment. My contention is that even if that were true, the law which enables a landlord or his agent to single out any tenant farmer for vengeance and confiscate his property is defective, and ought to be amended.

The first case will be that of Llyslew, in the parish of Llanidan, in the county of Anglesey. It measures 251 acres, and belongs to the Bottwnog Free Grammar School. The late tenant, Mr. John Hughes, succeeded his father in the year 1864, and continued as yearly tenant up to 1872, when he agreed with the trustees for a lease for 45 years at the yearly rent of 220*l.* The solicitor for the feoffees prepared the lease. It was made between the Lord Bishop of Bangor, Lord Newborough, Lord Penrhyn, the Dean of Bangor, William Bulkeley Hughes, Esq., Richard Lloyd Edwards, Esq., Charles Wynne Finch, Esq., the Reverend William Williams, clerk, John Griffith Wynne Griffith, Esq., Rice William Thomas, Esq., and the Reverend John Williams Ellis, clerk, the trustees of the Bottwnog Free Grammar School of the one part, and John Hughes of the other part. After it was executed by 9 out of the 11 trustees, the late Mr. Bulkeley Hughes refused to execute it, as he thought the trustees had no right to grant a lease for more than 21 years, and it appears that he warned the tenant that it was not legal. However, the trustees never repudiated the lease during the lifetime of the lessee, and the lessee told me many a time that he always felt as safe as if all the trustees had executed it, and there had been no doubt about their power, as he considered the word of all those noblemen and gentlemen quite as good as their deed. See 20,160–86, 20,333–426.

It was on the strength of this confidence in the honour of his landlords that he went on improving the farm, and I have in my possession a copy of a valuation made by two of the most competent valuers in the county of Anglesey to show that according to their estimate the late tenant spent over 2,600*l.* on permanent improvements, quite apart from what he spent on the improvement of the soil, and what levelling and clearing had been done, which no one could even value.

When the farm was brought to as nearly a state of perfection as was possible the lessee died, and his only surviving sister gave up a business she had in Manchester in order to return to the old home. She took out letters of administration to his estate, but she soon found that her brother had not lived long enough to reap the benefit of his expenditure on the farm, and that he had not had time to pay back the money known to be borrowed to carry on the improvements. She, however, soon settled with all the creditors, and was in a position to carry on the farm. She made repeated applications to the trustees for assurances that they would not

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take advantage of the doubtful validity of the lease and terminate it. In November 1877 she was served with a notice to quit, but she afterwards did everything in her power to induce the trustees to allow her to remain at the old home. Every conceivable argument was urged in her favour. Deputations of leading agriculturists, justices of the peace, and others, waited on different trustees to plead for her, and leading farmers in the county were prepared to guarantee the rent, and the proper management of the farm, but it all ended in an action of ejectment and, with the assistance of the sheriff of the county, the only sister of the man who had spent all his substance in improving the farm was evicted and placed on a stool in the middle of the high road, a cripple and homeless. In addition to that, petitions were sent to all the trustees, accompanied by this letter, which has only been handed to me to-day, and which would have been inserted in my statement had it not been for that. This is a petition sent to the Lord Bishop of Bangor:—

"My Lords and Gentlemen,

"We, the undersigned, being landowners, farmers, and tradesmen, in the parish of Llanidan, and immediate neighbourhood, beg most humbly to present this petition in connexion with the letting of Llyslew Farm to your consideration. Having heard that Llyslew has been let to Mr. John Evans, we earnestly beg of you to re-consider your decision, and we desire to submit to you the following reasons for approaching you in this matter:—

"I. That the family of the present tenant (Mrs. Parry) have occupied Llyslew for at least 80 or 90 years, and that her late brother had spent about 3,000*l.* in improvements upon the farm.

"II. That Mrs. Parry being next-of-kin, and administratrix of the late Mr. John Hughes, and therefore having every reason to expect all advantages that might accrue from the lease granted Mr. Hughes in 1872, hoped to succeed him as tenant.

"III. That Mrs. Parry is willing to give a fair and reasonable rent for the farm, and is ready to present the names of respectable and trustworthy gentlemen to guarantee that the rent would be paid in due time, and that the farm would be managed in the best and most husbandlike manner.

"IV. That the feeling in Anglesey is so intensely against Mrs. Parry being deprived of her old home as to justify us in submitting to you this humble appeal and petition.

"Hoping you will see your way clear to grant us this favour.

"And your petitioners will ever pray."

That was signed by 200 persons within 36 hours in the immediate neighbourhood of the farm. In addition to that petition, a letter was sent by Mrs. Parry to the following persons: the Lord Bishop of Bangor, Mr. Evans, Broom-Hall, Colonel West, Captain Wynne Griffith,

Professor *Rhŷs*—continued.

Sir Love-Jones Parry, Mr. Lloyd Edwards, Mr. Ellis Nanney, and the Hon. Frederick Wynne, dated Llyslew, November the 5th, 1889:—

"I humbly beg of you as one of the trustees of Bottwnog Charities to read and consider the following personal appeal, as I believe it contains facts which, if taken into consideration may influence you to reconsider your decision respecting the letting of Llyslew.

"When I signed the agreement to become the tenant of Llyslew for the 12 months ending November 12th, 1889, I understood that by so doing I would enhance my chances of becoming the yearly tenant, and when the agent and the solicitor to the trust came here quite unexpectedly some months afterwards, they remarked upon the good order in which they found everything; and the fact of their not telling me anything to the contrary, led me to hope and to conclude that my chances for the tenancy were brighter and better; otherwise I should have made every effort months ago to learn the feelings of the trustees upon the matter. I beg to state that I have been bred and born here, and that my parents and brother have held the farm for over 70 years, and I feel an exceptional attachment for my old home; this was the sole cause of my giving up my business in Manchester, trusting that through the kindness of the trustees I should become the tenant of Llyslew after my brother.

"The circumstances under which I came in connexion with him are somewhat painful to refer to, and I need not state that they have been a source of great anxiety to me, and that I have spared no effort or personal sacrifice to satisfy all the creditors, and have now also finally settled with Mr. H. Williams, who has been managing for the last 18 months.

"I live among some of the most experienced farmers in Anglesey, and could refer you to any of them (without their permission) to prove that Llyslew is now in better order than it has been for many years. I would name—Mr. Roberts, Trefarthen; Mr. Owen, Pen Mynydd; Mr. Owen, Rhyddger; Mr. Owen Lewis, Bodrida; Captain Owen, Plas Penrhyn; and Mr. Roberts, Gwydryn.

"If anything was done in any way contrary to your wishes in the selling of hay it was quite unintentional, as no clause in the agreement prohibited my doing so.

"I am ready to give for Llyslew the reasonable rent you require for it, and will also sign any agreement as to the mode of farming which you may think proper and reasonable to place before me. I can also give you the names of a large number of influential and respectable persons, any of whom would readily and gladly guarantee that the rent would be paid regularly and that Llyslew would be farmed according to agreement.

"I am glad to find that all Anglesey are in deep sympathy with me in this sore trouble. I am a defenceless widow, and to think of parting with my old home rends my heart; in fact, I have

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nowhere to go, having only a few weeks to prepare everything. I trust this humble appeal will be successful. However, I shall remain here until I am forced to leave—Yours obediently, Signed, Cat. Parry.

"P.S.—J. Evans has evidently misled the trustees, when he stated that he was a cousin of mine."

That is the tenant who succeeded her. Invariably on a change of tenancy there is an account taken of what is due to the old tenant for manure, seeding, &c. At Llyslew these were valued at over 300*l.*, but the landlords have taken possession of the improvements, manure, seeding, and all, and have never paid one penny for them.

The farm was let to a Mr. John Evans at 300*l.* or 320*l.* a year, although the old tenant offered 320*l.* rent for it rather than leave, and she would have given proper sureties for the due payment of the rent and the proper management of the farm. But the trustees refused to entertain her application on any terms.

When applying for the farm the present tenant laid great stress on the fact that he was a Tory and a Churchman. In reply to an article published in the "Genedl," he wrote a lengthy letter, dated 14th November 1889, which was published on the 20th November 1889. The letter is written in Welsh, and the following extract is a translation: "You" (referring to the leader-writer) "say that the late tenant spent "his strength and his money relying on the "lease, which is a great mistake. It is true "that the late John Hughes did get a sort of a "lease, but he knew well that there was no "force in it, because the late Mr. Bulkeley "Hughes, who was one of the trustees, refused "to sign it, and not only that, but also warned "him that it was illegal; so the late tenant was "not relying on the lease when he spent his "money on the land; but he was doing so in "accordance with his own whim and pleasure. "It is true that he did improve the farm, and "it is true also that the trustees have recognised "that by paying for all the improvements to "his sister" (as a matter of fact the trustees have never paid one penny for the improvements, or even for manure and seeding). "The "next thing in your article is to ask, 'Who is "the new tenant'? You answered correctly, "only that you imply that my only qualification "for obtaining the farm is that I am a Tory and "Churchman. In this place comes out the true "cause of your defence of Mrs. Parry. It is not "the fact that I personally have got the farm "that is the root of your bitterness, but the fact "that I am a Tory and Churchman. It is true, "as you said, that I am a Tory and Churchman, "and I laid stress on that when applying for "the farm."

It is stated that landlords let their farms to Churchmen and Tories—when they can find them—in preference to Nonconformists and Liberals, but this cannot be proved; the above case is the nearest approach to documentary evidence on

Professor *Rhŷs*—continued.

the subject. It is a fact, however, that within a radius of 2 miles from this farm three other farms formerly occupied by Nonconformists and Liberals, are now held by Churchmen and Tories, the change having taken place within the last five years, and one of the trustees of Llyslew said that this farm had been long enough in the occupation of a Methodist. The person referred to is the Reverend Dean of Bangor. He told Mr. Hugh Williams, of Gwydryn, that, and I have his authority for stating it.

20,006*d.* The present Dean of Bangor?—The Very Reverend the present Dean of Bangor told Mr. Hugh Williams, of Gwydryn, and that he would do all in his power to take it out of the hands of the Methodists, and that he would be no party to letting it remain longer.

Referring again to the improvements executed by the late tenant in order to try and prove their value apart from personal testimony, which I can, as a practical farmer, give, I will refer to the Agricultural Returns for 1890. This includes the prices from 1872, the year the lease was granted, till 1888, the year when the new tenant took the farm.

In Table 32, pages 92 to 95, the average prices of live meat per 8 lbs. sinking offal shows a reduction in beef of about 1½*d.* per lb., mutton about 1*d.*, lamb about 2*d.* per lb.; other tables confirm this.

In Table 35, page 100, the average prices of wheat, barley, and oats are given as follows:—

Wheat.

	s.	*d.*
1872, average per imperial quarter	57	0
1888, do. do. -	31	10
	25	2

Barley.

1872, average per imperial quarter	37	0
1888, do do. -	27	10
	9	2

Oats.

1872, average per imperial quarter	23	2
1888, do. do. -	16	9
	6	5

In Table 36 the average price of coal shows a difference of 6*d.* per lb. in the same period.

Assuming that all the improvements executed on this farm had been done by and at the expense of the trustees, and assuming that the prices were the same in 1888 as they were in 1872, the farm would have been cheaper to Mr. John Hughes at 500*l* a year than it was in 1872 at 220*l.* It was capable then of producing nearly double the quantity, and much less productive labour was required,—by this I

Professor *Rhŷs*—continued.

mean, wages for joiners masons, rockmen, and men engaged in draining, repairing, &c., besides materials for buildings.

As this case will serve to illustrate other cases I intend to mention, I have not trusted to my own knowledge of the farm and of farming, but I have taken great pains to fortify myself with the experience and knowledge of some of the most practical farmers in the county, and they are agreed that the farm was quite capable of producing in 1888, according to the ordinary mode of farming, 350 quarters of oats for sale, 20 heads of cattle for market, besides carrying a flock of 100 sheep. Hardly any wheat and barley are grown in Anglesey. The weight of an Anglesey bullock averages about 650 lbs., sheep about 60 lbs., and lambs about 36 lbs. Sheep average a lamb and a half each, equal to 150 lambs in this flock, and the average weight of wool per sheep is about 5 lbs.

By keeping 30 ewe lambs to replace 30 sheep prepared for butcher on account of age, there would be 120 lambs and 30 sheep for sale, in addition to the 20 bullocks and 350 quarters of oats. As there are no returns, I take it that the prices of horses, pigs, butter, eggs, &c., were the same, and therefore the loss on the year's produce in 1888, owing to depreciation, as compared with 1872, would be as follows:—

	£	*s.*	*d.*
350 quarters of oats at 6*s.* 5*d.* per quarter - - -	112	5	10
20 heads of cattle weighing 650 lbs. each at 1½*d.* per lb. -	81	5	0
30 sheep weighing 60 lbs. each at 1*d.* per lb. - - -	7	10	0
120 lambs weighing 36 lbs. each at 2*d.* per lb. - - -	36	0	0
500 lbs. wool at 6*d.* per lb. -	12	10	0
Total loss - -	259	10	10

It is generally estimated that a farmer must receive for a year's produce a sum equal to the rent three times over before he can clear expenses, including interest on his capital. On a turn-over of 1,500*l.* therefore there would be a loss of 250*l.* according to the foregoing table of deductions, thus reducing the gross turn over from 1,500*l.* to 1,250*l.* One-third of that sum would be 416*l.*, the fair value of the farm to a new tenant, who had everything to gain by the expenditure of another.

This rent would correspond with what other people valued the farm. One farmer was prepared to give 3,000*l.* for the residue of the lease. Add interest on this amount to the rent reserved it would make it 340*l.* a year, and his capital was to be realised in 28 years. Another friend and client offered 12,000*l.* to the trustees on hearing that it was on sale. 3½ per cent. on this sum would amount to 420*l.* a year. These amounts correspond to the estimate on the producing capabilities of the farm, and no doubt it cost fully this rent to the late lessee by adding

Professor *Rhŷs*—continued.

interest on the capital expended. The whole capital was ultimately lost owing to the action of the trustees. Now if the farm had been left as it was when Mr. John Hughes had it—no improvements at all—simply farmed like ordinary tenants from year to year, the trustees would have had to allow 15*l.* or 20*l.* per cent. off the 220*l.*, some landlords are allowing 25*l.* per cent.

The next case is Glantraeth, in the parish of Llanynghenedl, occupied by Mr. Robert Hughes. I have a photograph of the buildings here which will enable the Commissioners to follow me better. [*Handing photograph.*] That shows the new buildings and the state of the old. Such buildings as were pulled down were in much worse condition. The buildings on this farm had gone quite beyond repair. Some are still standing and can be seen. In 1889 the tenant submitted plans for a new farmyard. They were approved by the landlord, and he agreed to allow 20*l.* a year for four years out of the rent towards the expense. The farmyard cost over 400*l.*, besides the haulage, &c., so the allowance only just covered the interest on the expenditure. Had the 80*l.* been allowed at the outset in a lump sum it would have increased the value of the allowance, but before the last half-year's rent was paid, and the 10*l.* allowed, the farm was put up for sale by public auction, and the tenant was obliged to pay full value for it, as if the whole building had been done at the expense of the landlord; without these good buildings the farm could never have been sold within hundreds of what was paid for it by the tenant. I have seen the farm, and it was offered to a client of mine for exactly the amount agreed to be paid for it, on condition that the tenant was allowed to remain in it to bring up his family, and he was willing to forego all claim in respect of the new building.

See 20,15

There is another case which I have written on the back of that proof, and I have not a copy of it, but it refers to a farm called Cae Crin, in the parish of Llanfaelog. The farmhouse and buildings were altogether built at the expense of the present tenant and his predecessor, and the principal part of it was built some four or five years ago, I believe, from plans and specifications prepared by the architect and surveyor to the Bodorgan estate. I have here photographs showing the front of the house and the farm buildings, and also the side view of the house, which also shows the walling and different things done by and at the expense of the tenant. I have put a little pencil mark there to show that there was a little of the old buildings remaining, adjoining the house on the part where there is a chimney. [*The photographs were handed in.*] I may say that last week I called upon the tenant of this farm to obtain some information about a different matter altogether, although my principal reason for going to see him was about this building. He told me that last year, about Christmas, he signed an agreement with his landlord, he does not know what the contents of that agreement are, he has

See 20,29 –327.

Professor *Rhŷs*—continued.

no copy, and I have asked the Secretary to be good enough to give Mr. Prichard notice to produce it, so that I might see that agreement. I should be very glad to see it.

Lord *Kenyon*.

20,007. Did he build his house?—Everything—he and his predecessor. The house was altered and the farmyard built new altogether. I should be glad to see that agreement now, because it would save some trouble. However, I will proceed with another matter.

There is another case which I have not included in my proof, and that refers to a farm called Llwyn yr arth. The late tenant died some six months ago, I believe. He took the farm in 1854 at 135*l.* a year. The rent was raised four times during that period until it was 205*l.* before it was sold. He had spent over 600*l.* himself on buildings, and he and his predecessor in the tenancy spent over 1,500*l.* in improvements on this farm. These are facts which the late tenant told me himself a short time before he died. The farm was sold, and he submitted his claim for compensation to his landlord, when he was offered the sum of 24*l.* to settle a claim of 1,500*l.*

22,195 The next case is that of Bodsuran. This farm adjoins my old home and until recently belonged to General Owen Williams, formerly of Craigydon, but now of Great Marlow. It measures about 260 acres, and was occupied for nearly 40 years by the late Samuel Owen as tenant at a rent of 170*l.* When I first remember hearing the neighbours discussing the merits of the different farms in the locality I understood this farm was always considered highly rented, as there was some very indifferent and dry land there, and none of first or even second rate quality.

At this time, however, the tenant was looked upon as one of the best and most enterprising farmers in the whole district, and was constantly improving the farm by walling and reclaiming waste land, and generally improving the soil. He told me many a time that he could prove that he had spent from 2,000*l.* to 2,500*l.* on permanent improvements, and I believed him, because when I was at home he was constantly making some improvement, and I could form a fairly accurate estimate of their value.

When he had just got the farm into a good condition the landlord advanced his rent by 40*l.* a year, and not satisfied with this, in two years afterwards he made another advance of 70*l.*, a total advance of 110*l.* a year, wholly on the tenant's own improvements. Besides, he compelled him to take a lease for 14 years at this rent or leave the farm. At that time prices ranged pretty high, and there was no means of obtaining any compensation for improvements. Before the expiration of the lease the farm was sold, and there is not the slightest doubt but that the tenant paid from 2,000*l.* to 2,500*l.* for improvements which he himself had executed out of his own hard-earned money. The effect

Lord *Kenyon*—continued.

of these advances and of similar treatment of other tenants in the district was to paralyse good farming, and one tenant remarked to me once, "We know how to farm, but what is the "use, the more we do, the more we have to "pay." This is perfectly true according to my experience.

The last case I shall mention is that of Treriffri, in the parish of Llechcynfarwydd, in this county. It belongs to Sir George Meyrick, Bart., of Bodorgan. The redeeming feature in this case goes far to support the argument in favour of compulsory references or of the establishment of land courts to settle disputes between landlords and tenants. The farm measures about 100 acres, and was let to my grandfather in 1787 for 25*l.* a year. Between that time and the time when I can first remember the conditions of tenancy, I believe several advances were made in the rent. It was 71*l.* a year when I first remember it, about 30 or 35 years ago. This was always considered a very high rental, as the farm is situate on the very high hill and is always short of water. See 20,211–79.

My father spared neither labour nor money to improve the farm, in fact he improved it more than any other farm on the same estate, and he had to pay dearer for it. He died in 1868, and the rent was raised to 85*l.* It was afterwards raised to 90*l.* All these advances made before the landlord ever spent one penny piece on the farm, and before he was ever one penny short of his rent.

My father therefore paid an advance of 184*l.* per cent. on his own improvements for many years. During my mother's widowhood there was an advance at the rate of 260*l.* per cent. in about 80 years.

In 1882 arrangements were made for building a new farmyard and homestead, and I understood at the time that the custom of the estate was for the landlord to provide all materials, and the tenant to pay for all labour, and do the haulage and clearing, &c. When the tenant did this with the farmyard, the landlord paid for skilled labour for the house, as well as for materials.

I made arrangements with the agent for the landlord to pay for skilled labour, as well as materials for the buildings, and for the tenant to pay interest on extra expenditure. No rate was mentioned. There can be no dispute as to the custom, as it is specially referred to by the agent in two letters. The first is dated 17th October 1885, and is in reply to a letter sent by me as to retaking the farm after notice to quit had been served on my brother as executor of my mother. The following is a copy of the letter:—

"Llwydiarth Esgob,
"Llanerchymedd, R.S.O.
"17th October 1885.

"Bodorgan Estate, Treriffri

"Dear Sir,

"I am in receipt of your letter. The custom of the estate in building is for the

Lord *Kenyon*—continued.

landlord to pay for materials, and the tenant to pay for labour, subject of course to a claim for compensation as specially agreed to in each case, but before commencing to build at Treriffri, you asked me whether Sir George Meyrick would, owing to your mother's age, &c. do all the building at his own expense, charging the tenant 5*l.* per cent. on the outlay. I communicated your wish to Sir George Meyrick and he consented, though reluctantly, as it was contrary to the custom, and would put out the building arrangements for several years. Your brother consented to pay 5*l.* per cent., and to do all the carting. An estimate was prepared and plans submitted to your brother, some alterations were made in accordance with his suggestions, the building was carried out, and he determined to go on building cattle sheds on the same terms. Plans and estimates for these were submitted to and approved by him. The total expenditure by the landlord was 584*l.* 15*s.* 9*d.* interest on which at 5 per cent. would be 29*l.* 14*s.*, but in the first year (1883) I only asked him to pay as interest 10*l.*, though 392*l.* 15*s.* 1*d.* had been expended in 1882, and in the year 1884 he agreed with me to pay 10*l.* more, making the rent 110*l.*; I promising to spend 400*l.* in building a farmhouse. The total expenditure on buildings would then be 984*l.* 15*s.* 9*d.*, and on this sum Sir George Meyrick was willing to receive as interest only 20*l.* or something like 2*l.* per cent. instead of 5*l.*, the rate proposed by your brother himself to be paid Your brother paid the increased rent, 110*l*, in January last, and I assure you I was very much surprised when he told me he would not take the farm for 110*l.*, and when he afterwards positively refused to fulfil his solemn promise in consequence of which the buildings were erected. I could hardly believe him capable of such bad faith.

"I write this fully as I do not think you can have understood the case, and I question whether your brother does place the very wrong version I hear he is spreading right and left about the country. I am quite willing to ask Sir George Meyrick to let him the farm on the terms mentioned in this letter. I am sure everyone will say that the landlord, who, after a tenant has promised to pay 5 per cent. on expenditure lets him off at 2 per cent. has dealt liberally with him, and that your brother will be entirely to blame if he has to leave the farm. But I wish you to understand, and make him understand, that 110*l.* is the rent of the farm to him, though if there is a chance of tenancy it may be more or less, according to arrangements for building a house. You may let me know his decision on the 26th instant, but it is useless for him and you to waste your time in further

Lord *Kenyon*—continued.

discussion, as I have plainly stated the terms of letting.

Yours truly,
THOMAS PRICHARD.

D. Owen, Esq."

On receipt of this letter, and before seeing the tenant, I wrote the following letter:—

"Bangor,
"Dear Sir, 20th October 1885.

"I am obliged by your letter of the 17th instant, and I shall see my brother on it on Thursday next and give you the reply asked for by the 26th instant as requested.

"In the meantime allow me to state that I never understood the case to stand exactly as you put it, nor have I the slightest recollection of having asked you to build entirely at your expense and than charge the tenant interest on the whole outlay at 5*l.* per cent. per annum by way of additional rent, but I do recollect discussing the matter with you on several occasions, and saying that owing to my mother's advanced age I should prefer seeing Sir George Meyrick building entirely at his own expense and then charge interest on the extra outlay, though I cannot recollect mentioning 5*l.* per cent. as I consider this a very high rate for a landlord to charge for improving his own estate.

"You are aware that some of the outbuildings were actually tumbling down, and the tenant could not have housed her cattle for another winter. It was therefore absolutely necessary that something should be done to them. I understood you distinctly to say what you now repeat in your letter, viz., that it was the custom on the Bodorgan estate for the landlord to pay for all the materials used, and the tenant to pay for labour, and do all the carting, subject of course to a claim for compensation, and I also understood that when the tenant did this with the farmyard, that the landlord would pay for labour and materials for the house, the tenant to do the carting only.

"Now according to your figures 584*l.* 15*s.* 9*d.* was spent on the materials and labour. Out of that sum 400*l.* was paid for materials, which are of the very best quality, and will undoubtedly last for the next 100 years; but these are invariably paid for by the landlord, according to your own showing, therefore the extra rent should have been charged as interest on moneys paid for labour, which was only about 175*l.* my mother having paid all the wages of the labourers employed. The interest on this amount even at 5*l.* per cent. would only amount to 8*l.* 15*s.*, but you have already charged and received 20*l.* as additional rent for last year. This is more than double the interest on

Lord *Kenyon*—continued.

labour. Then again you have not taken into consideration the enormous expense of carting all the stones from a quarry a mile and a half distant, the timber, &c. from nearly 10 miles, and all the other materials from Llanerchymedd Station, a distance of over 3 miles; you have also passed quite unnoticed the vast expenditure on walls, drains and other buildings, the materials of some of which have been used in the present buildings.

"You are no doubt aware that in 1787 the farm was let to my grandfather at 5*s.* an acre, and there is no reason to suppose that the then landlord was in the habit of letting his land under the market value. The price of wheat in that year was 42*s.* 5*d.* per quarter, and the price of oats—the staple produce in Anglesey—17*s.* 2*d.*, or 1*s.* a quarter dearer than it is this year; so it stands to reason that a great deal of money and labour must have been spent upon it to bring it to a state of cultivation to justify you in asking even a stranger, who has never spent a penny upon it, to pay 23*s.* an acre for it now, and you say that you might let it for less to a stranger. Are we to lose the benefit of all this enormous labour and expense? The landlord never spent a shilling on the place during the 95 years preceding 1882, nor has he ever been short of a year's rent during the whole of that period. It seems, therefore, very hard that you should again demand such increased rent, more especially since you have raised the rent twice before within the last 16 years. Were it not for these advances we should not have uttered a word against the present advance, but when a third advance is thrust upon us in a period of unexampled depression, it is simply crushing. As a practical farmer, no one knows better than you do that the price of stock and produce is 30*l.* per cent. at least lower than it was a few years ago, and it is impossible to find a market even at the reduced prices. We only want what is fair and reasonable. I am very much afraid that my brother can never see his way clear to pay the rent demanded, as he knows the value of Treriffri better than anybody else; but he must recognise the fact that there is no tribunal to which he can appeal from your decision, although Sir George Meyrick might feel some reluctance to evict one of the oldest families on his estate, and to put in a stranger to reap the benefit of all the labour of his former tenants, and that simply because the depressed state of the market does not warrant another advance of nearly 5*s.* an acre in the rent.

"Since there is a *bonâ fide* dispute, would it not be better to leave the question of rent to be settled by three respectable farmers who know the value of land in this county, and who are unconnected with the Bodorgan estate, and agree to abide by their decision whichever way it goes?

"In writing to you at this great length, I can assure you that I am actuated by one desire only, that is, to bring about a satisfactory and honourable settlement of what I feel to be a very painful and unfortunate state of affairs.

"Hoping to hear from you further by Thursday,

"I am, yours truly,

"David Owen.

"Thos. Prichard, Esq."

Lord *Kenyon*—continued.

Subsequently I saw my brother, and on the 26th October 1885 I wrote a letter, in which the following extract appears. The other portions are not material to this inquiry:—

"He is willing, however, to pay an increased rent at the rate of 5*l.* per cent. per annum on moneys expended for labour on the building, provided you erect a house as arranged, or he is willing to refer the matter to some practical farmer, as I stated, or to Mr. Algeo or Mr. Jones, county surveyor, and abide by their decision. In case you agree to either of the two latter I will myself pay five guineas towards the costs."

In reply to another communication from me, Mr. Prichard wrote as follows on the 4th January 1886:—

"I thought I had, in our long conversation at Holyhead on the 28th October, fully replied to your letter of the 20th October. I then fully explained that on the Bodorgan estate when the landlord provided materials and the tenant the labour, in order to compensate the tenant the landlord charged no interest on his expenditure (of course not on the tenant's expenditure). I told you plainly and finally at Holyhead that the rent would be 110*l.*"

In reply, I wrote on the 5th January 1886:—

"According to your own showing you are charging too much interest on the money expended for building. You only expended about 175*l.* on labour, and the advance ought therefore to be 8*l.* 15*s.* and not 20*l.* I wish you clearly to understand that my brother does not object to your charging interest on money expended on labour."

The correspondence was laid before Sir George Meyrick, but he refused to alter his agent's terms, and my brother had to leave the farm in November 1886. The agent alleged that my brother agreed with him to pay 110*l.* for the farm after being shown the accounts, and that he fulfilled his agreement by paying 110*l.* in January 1885. On the other hand, I say that the demand for 110*l.* was looked upon at the time as simply outrageous, but it was paid because the tenant was too ill to be troubled about anything at the time. My brother asserts that he told the agent that he would never pay it afterwards, and I know this was the feeling at the time.

When this 110*l.* was paid the landlord was only entitled to 98*l.* 10*s.* according to his own showing, and he afterwards returned 8*l.*, ad-

Lord *Kenyon*—continued.

mitted by himself to be over-charged. I have his receipt here for the money returned that he had actually over-charged the tenant—8*l.*—and it is endorsed on the receipt for the last rent. Every effort to arrive at an amicable arrangement of the rent having failed, we served the usual notice claiming compensation for improvements, and the same was referred to two competent gentlemen to deal fairly between both parties. In the result the tenant was awarded the sum of 388*l.* 18*s.* 6*d.*, although this sum did not represent one-third the improved value of the farm, yet it was accepted as final, as we fully agree with the principle of arbitration.

The farm was let to a new tenant for 110*l.*, and the landlord built a new house entirely at his own expense. He also paid the 388*l.* 18*s.* 6*d.* compensation and his own costs, bringing the whole to over 400*l.*

If Sir George Meyrick had recognised the equity of his tenant's claim he would have received 90*l.* plus 5*l.* per cent. on the expenditure for labour, equal to about 100*l.* a year, or my brother would have paid the 110*l.* if Sir George had paid him the 400*l.* which was found to be locked up by him in the farm. He could then have invested that sum to bring in nearly 20*l.* a year interest, thus reducing his rent to 90*l.* a year—less than what he offered.

These cases are only given to illustrate a great number of other cases in the county quite as bad, and some even worse. Repeated advances have been made on farms held by industrious tenants, while the rent of his neighbour—who never tried to improve his farm—was allowed to remain.

Before concluding my evidence I wish to add that I do not believe my countrymen would like to see the landlords robbed of their rightful property. Under existing laws, capitalists have been allowed to acquire landed estates. It would be manifestly unfair to deprive anyone of property acquired in a perfectly legitimate manner because the law under which he acquired that property was defective. But in my opinion it is even more monstrous to think that any person can enrich himself or his creditors, by simply confiscating the whole of a man's labour and earnings, and putting improvements made by a struggling tenant up to sale by auction to be sold as his own property, and otherwise appropriating them to his own use. The capital and labour of the cultivator of the said ought to be properly protected, and the capital of the owner should also be protected.

I do not believe in "free sales" of tenancies. If a tenant wants to give up his farm, he ought to give it up to the owner on being paid for his improvements. Failing this, then I think he ought to be allowed to sell his tenancy. As a rule Welsh farmers want fair conditions of tenancy and security for improvements, not for the purpose of selling their rights, but in order to secure their homes and to go on improving.

It is stated that former landlords must have been in the habit of letting their land low in consideration of the tenant undertaking to cultivate and improve it, but this is a mistake, as the freehold was then correspondingly low. For instance, a farm in one parish which was bought 80 or 90 years ago for about 800*l.* is now let for 212*l.* a year, but the improvements were executed by the owners, who were also the occupiers for many years. I may add here that since writing this I have found that one or two fields were purchased for 300*l.* in addition to that, and added to the farm. In the same parish is another farm said to be acquired by the grandfather of the late owner as mortgagee for 300*l.* Before this farm was sold, three or four years ago, the rental was 280*l.* a year, but it was the tenant and his predecessors in this case that executed all the improvements at their own expense. It is only necessary to investigate the title deeds relating to land in the county to find that rents must have been fixed according to the value of the freehold, and that the theory of letting at a low rental in consideration of the expense of cultivation, cannot be supported by anyone accustomed to investigate title deeds, and who is also acquainted with the history of rack-renting in the county.

The estimate of the value of improvements may seem exaggerated, but to show it is not, I may say that about 30 years ago a farm was sold in Anglesey for 9,000*l.*, and the owner became the occupier and built a new house and farmyard, and otherwise improved the farm. Less than 10 years ago this very farm was sold for over 18,500*l.*

I know of another farm which cost the present owner 25*l.* an acre. The tenant subsequently spent over 25*l.* an acre in improving. He has had to pay an increased rent for his labour and capital.

Chairman.

20,007*a.* Can you give the names of those two farms?—Yes.

20,007*b.* Will you hand them in?—I will give the names of all the farms. You want the two farms in the same parish. One was Geirn, and the other was Bodsuran; that farm I have given evidence about already. I know a good deal about both, because I was born and bred on a farm just between the two.

It is very difficult to suggest the best remedy. Certainly, the cultivator of the soil should have more freedom of cultivation, and more security for capital and labour. Protection in any shape or form is quite out of the question.

Competition from foreign markets is becoming more and more keen, but this cannot affect the home market, except as to prices. The more farmers can produce at home, the less quantity is required from abroad. It matters very little to the farmer whether he gets 1*l.* a quarter for his corn or 30*s.* a quarter, provided he gets his rent properly fixed to meet the price. Abatements in rent, which depend on the generosity of the landlord, are bad in principle. Anything that tends to take away the independence of the farmers of the country must tend to weaken

Chairman—continued.

the country, as the farmers are its backbone. In my opinion the best remedy seems to be—besides giving absolute security for improvements—the establishment of a sliding scale of rents. This has answered fairly well with regard to tithe, and I see no reason why the average prices of various farm produce in each county should not be recorded, and the sliding scale fixed in each county according to the nature and value of its product.

This would give the owners of land the benefit of an improved market, without re-adjusting the rents, and when the market is lower the tenant would be entitled to a reduction as of right, and not by favour.

Lord *Kenyon.*

20,008. As to that sliding scale, how would you propose to fix it? Would it slide every year?—Just exactly in the same way as the tithes slide.

20,009. Then you fix it on a different basis to the tithe, I suppose?—Certainly, on the produce of each county. One county differs from another in the capabilities of the soil. One county is a corn-growing county, and another county would be better for beef or dairy-farming or cheese-making.

20,010. You would even have to take a smaller area than a county, because many parts of the county differ?—No, I do not think so.

20,011. Indeed, they do. Take, for instance, the upland and lowland parts of Merionethshire?—Yes.

20,012. Then take Montgomeryshire. There are some lowland farms in Montgomeryshire?—Then I take the upland farms to be sheep farms principally, and that would be regulated by the prices of mutton and wool. Then the lowlands would be regulated by corn, oats, beef, and mutton also.

20,013. It is the fixing of the district which seems to me difficult?—Of course it does present difficulties at first sight, but I think they are all difficulties which could be overcome. It requires very deliberate consideration, I must say.

20,014. Of course it presents a great difficulty to the owner, he never knows what his position is?—It is not more difficult to the owner than to the tenant; it is for their mutual advantage. If the prices range high the owner gets the advantage without re-adjustment of rent. If loss then the tenant gets the advantage without having the trouble to go and ask a favour of his landlord.

20,015. There is a great deal to be said in its favour, I grant you, but I wanted to hear what you had to say as to that. I think that some of your evidence in reference to low rents refers to very much the early part of the century and even earlier. Has not Telfords Bridge, the suspension bridge, made a great deal of difference in this county?—I should think very likely it has.

Lord *Kenyon*—continued.

23,016. Would not that account in some degree for the advancement of rents?—Why should the landlord benefit more than the tenant, my Lord?

20,017. I do not that say he should at all, but does it not account in some degree for the advance?—Very likely it does, but I cannot for the life of me see why the landlord should reap all the benefit from that, and the cultivator none.

20,018. The tenant gets his produce to more markets?—Quite so, but then he has to pay more to the landlord for that convenience, and he does not benefit himself.

20,019. I do not know about that; that is your contention. You spoke about many hard cases. I will not enter into that, because possibly we shall hear more about them?—Quite so.

20,020. You said the game laws ought to be abolished?—No, my Lord.

20,021. What was it you said?—I said that the game ought to become the property of the cultivator of the soil.

20,022. Well, it is, unless he agrees himself out of it?—No doubt it is, but I should make any agreement between the landlord and the tenant which took that right away from him illegal.

20,023. Do you think there would be much game left in the country if that were the case?—I think there would be more game in the country and more real sport, and people who have interest in the county would enjoy that sport. I think it would certainly be to the advantage of landowners as well as tenants.

20,024. Have you much personal knowledge of that?—Yes, a good deal.

20,025. You are a sportsman?—No, not a sportsman.

20,026. You say that pheasants do damage to the crops quite as much as the rabbits?—Yes, practical farmers tell me so, and a good deal more because in wet weather they flop about with their wings and damage the crops very materially.

20,027. Do what?—They go about and begin to fly or something of that sort, and when they start they knock the corn down, whereas the rabbit will find its way right through.

20,028. But I presume the rabbit damage is done mostly by eating?—Very likely it is, but the pheasant eats as well.

20,029. But it does not eat the same amount of corn that the rabbit will when it is young?—I think the rabbit will go in for grass mostly.

20,030. But it does not do the damage to grass that the rabbit does?—Well, they are not so plentiful as rabbits.

20,031. I thought in regard to your evidence that I saw something about goodwill, but I see in the end that you disapprove of free sale?—Entirely.

20,032. You disapprove of the practice of goodwill; as practised now I mean?—Entirely. There is no such thing practised in this county.

20,033. No; I say you disapprove of it?—Yes.

20,034. You do not think the formation of a Land Court would lead to such tenant right?—

Lord *Kenyon*—continued.

No, I think it would not. I would make the free sale of tenancy illegal. I would make it impossible except in the case where the landlord could not pay the tenant for improvements.

20,035. Do you not think that the principle which seems to have been in practice in this county of the tenants being allowed to build their own buildings confers some sort of good-will upon those tenants?—They never get it.

20,036. Do you not think it ought to?—They ought to get it, some sort of tenant right, but they never get it.

20,037. You think it does confer some right?—It does, undoubtedly. A man who builds and improves his farm ought to have full compensation for the improvements he executes.

20,038. Do you not think the system of the landlord doing all the buildings and repairs is better?—It is admirable, but the landlords do not do it. On the Bodorgan estate they commenced after that trouble with my brother.

20,039. I notice more particularly in this county than in any other the building is done by tenants?—Yes.

20,040. You mentioned the exclusion of the Agricultural Holdings Act on some estate?—Yes.

20,041. What clause is that?—Altogether.

20,042. The 1883 Act?—Yes, all Acts.

20,043. But surely you know that is illegal?—I know it, but then it is included, nevertheless.

20,044. Have you the agreement or the lease?—I have an agreement here. "The Agricul-" tural Holdings (England) Act, 1875, the " Agricultural Holdings (England) Amendment " Act, 1876, and the Agricultural Holdings " (England) Act, 1883, or any part or provi-" sion of those Acts, or any of them, shall not " apply to this contract or the tenancy hereby " created, nor shall any custom of the country " affect the same or be set up in opposition " thereto."

20,045. Whose agreement is that, may I ask?—I will hand it up, my Lord. [*The witness handed in agreement.*]

20,046. It is between Owen Hughes of the one part and Evan Jones. Where does Mr. Owen Hughes live?—He lives at Nanner.

20,047. Is he a large proprietor?—I really do not know the extent of his estate, my Lord. That is a very large farm.

20,048. I see it is 239 acres. It is a curious agreement. Then in the case of this stone wall, did the tenant apply for leave to build that wall, or was he compelled to build it, or what?—The outgoing tenant had built it presumably with the consent of the agent. Then he gave up the farm after six years had expired, and the surveyor to the estate valued it for the incoming tenant at 350*l.*; the incoming tenant paid that 350*l.* for it. The farm had been in the incoming tenant's family for some time, but after he died his children had to leave, and then of course they lost everything.

20,049. The farm had been in the outgoing tenant's family for some time?—Yes.

Lord *Kenyon*—continued.

20,050. You said the incoming tenant's family?—I mean the incoming tenant in 1881. He died in 1891, and then his family had to leave in 1892, having lost all except 93*l.*, I think.

20,051. It seems it is a very substantial sort of wall. Is that a common sort of wall to build in this county?—Quite common. It is as good to-day as it was when originally built.

20,052. Is that the ordinary sort of wall to build in this county?—No, it is an extraordinary sort of wall. It is a better wall than is usually built, because it is built in order to divide the rabbit warren from the cultivated land, and there are other walls besides.

20,053. You do not know if there was any previous agreement between the landowner and the tenant about this?—I do not.

20,054. I suppose the rabbit warren was in the landowner's occupation?—No, I think it is not. I think it is in the tenant's; I think it was let with the farm.

20,055. Do you know if this agreement was ever enforced; it is not signed?—Yes, it was put in force. The tenant named there had to leave. He failed and he was succeeded.

Chairman.

20,056. That is not the original agreement; that is a copy of the agreement?—That is a copy of the agreement handed to me by the tenant.

Mr. *Griffiths.*

20,057. Can you give us many instances in which the tenants' rents have been raised without due regard to their improvements?—Very many. I could give you others.

20,058. You referred to many besides this one which you have given us?—I referred to four or five in my evidence. I might refer to another which is rather peculiar, because it is the only one which the special correspondent of the "Times" found in the whole county. I will read it—"In Anglesey I have spent some days, " among tenants rather than landlords, without " finding any serious complaints against land-" owners save in one case."

Chairman.

20,059. What are you reading from now, please?—From an article by the special correspondent of the "Times," who was sent down to investigate the condition of tenancy in Anglesey, and he writes an article on the land question in Wales.

20,060. What date is that?—This is dated Wednesday, January 11th, 1893—this year. It is as follows:—"In Anglesey I have spent some " days, among tenants rather than landlords, " without finding any serious complaints against " landowners save in one case. That was the " case of a farmer, name unknown, on the Baron " Hill Estate, which belongs to Sir Richard " Bulkeley, and of which some 12,000 acres are

Chairman—continued.

" in the market. This farmer complained that " during some 30 years of tenancy his rent had " been raised by 53*l.*, that is to say, frrom 237*l.* " to 290*l*, his acreage being, if my memory " serves me correctly, 212." That is the only case which the correspondent was able to find in the whole county; but there are a great number of cases.

20,061. Do you happen to know how long the visit of that correspondent extended?—Well, he says for some days.

20,062. And he went down to discover any grievances amongst the tenant farmers?—Yes, and he says further, my Lord, that "In Anglesey " I have not found anything approaching to a " general grievance in connexion with the tenure " of land; nor have I found anything more " terrible than an amused smile when the forth- " coming Land Bill and Royal Commission were " mentioned." That is dated January 11th, 1893, dated from Yspytty Ifan.

Professor *Rhys.*

20,063. That is some distance away—a safe distance up in the mountains, is it not?—Yes.

Mr. *Griffiths.*

20,064. Do you know of any more instances in which a tenant had been obliged to leave because he wished to refer his case to arbitration?—I do not know at this very moment. I daresay that the Commissioners have observed that in one case Mr. Prichard did refer the question of rent to arbitration, but in this he refused point blank. I would be very glad to see the valuation made by Mr. Algeo in 1871 of that farm. I had a conversation with Mr. Algeo, and he said, "I would be very glad to re-value places " on one condition"—that his valuation would be produced to both parties. Of course your Lordship will observe that in 1871 the prices were very high, according to the agricultural returns.

[*Mr. Prichard here handed in a book.*]

Chairman.

20,065. What is this?

Mr. *Prichard*: A valuation in which the farm is valued at 90*l.* 17*s.* 2*d.*, and it was let for 70*l.*

Chairman.

20,066. Is this rebutting evidence?—No; Mr. David Owen asked me to produce this. I would like to see that.

Lord *Kenyon.*

20,067. Treriffri, is it?—Yes. Treriffri. I remember the day when Mr. Algeo came in sight of it, perfectly well. He never walked a field of it. I remember the day as well as possible.

Professor *Rhys.*

20,068. He never went over the farm?—Never.

Lord *Kenyon.*

20,069. Yet you say that you are prepared to take him as a valuer afterwards?—On condition; he laid it down as a condition that he was allowed to show his valuation to both sides.

20,070. But I mean you state in your evidence that you are prepared to take Mr. Algeo?—Yes, quite prepared, on condition that he was allowed to show his valuation to both sides. You see there is a difference between valuing the farm and going to raise the rent. A man cannot value without walking every field; I remember that day perfectly.

Professor *Rhys.*

20,071. Had he gone over the farm or seen it before?—I do not know when.

20,072. You do not think he had?—All I say is that he never walked all the fields.

20,073. You do not think he ever did?—Never in his life.

Mr. *Griffiths.*

20,074. Do you consider that when a tenant leaves a farm and plants thorns there that that permanent improvement should be extended over more than 21 years?—Oh, decidedly; I think the clause in the Agricultural Holdings Act of 1883 is good. The clause in the Act says in the first section "shall be entitled on quitting " his holding at the determination of a tenancy " to obtain from the landlord as compensa- " tion under this Act for such improvement " such sum as fairly represents the value of " the improvements to an incoming tenant." That is my contention. I know of one case where a claim was sent in for very many hundreds of pounds, if not thousands, which was defeated on bare technicality. The tenant held over for a short time after the determination of his tenancy, and the legal referee decided that, inasmuch as he had held his farm over after the 13th November, he was not entitled to claim a penny. If I am not mistaken the claim was for some thousands; at all events, it ought to have been, because the man built two houses on it and the whole of the farm buildings.

Mr. *Richard Jones.*

20,075. In the letter that you wrote to Mr. Prichard you refer to the absence of a tribunal for the settlement of disputes between landlord and tenant, do you not?—I do.

20,076. What kind of tribunal did you refer to?—A compulsory Arbitration Court I was thinking of at the time, which would have the power to give legal effect to their decisions.

20,077. Are you in in favour of a Land Court as it is generally understood?—Well, I do not understand what is understood exactly.

Chairman.

Could you explain what you have told us to Mr. Richard Jones? I do not think he quite understood what you meant about the sliding scale.

Mr. *Richard Jones.*

20,078. I am going to that presently, my Lord. We will lead up to it. [*To the witness.*] You say that the establishment of a sliding scale has answered fairly well with regard to tithe?—Yes.

20,079. I have no need to ask you how tithe is assessed?—No, I suppose not.

20,080. Do you think the way in which tithe is assessed is satisfactory?—The principle, but not the basis. The principle is satisfactory, but I would not put corn as the basis. I would put what each county is capable of producing.

20,081. I suppose you know that returns of the prices of corn are obtained from towns in corn-growing districts?—Yes, the tithe is based upon wheat.

20,082. In corn-growing districts, all over the country?—Yes.

20,083. I have seen it stated that this is not fair, that these towns are generally the best corn-growing districts, and that of course wheat commands a better price in those districts; that the districts which those towns represent only comprise perhaps about half of the whole corn-producing districts of the whole country?—Yes.

20,084. That the corn in the other districts does not command such a high price as it does in those districts?—Yes, that is why I say I think that each county should command its own market prices for the different commodities. I should make it part of the functions of the County Council to have proper returns of the different prices in the different parts of the county.

20,085. I suppose you will admit that there are difficulties in connexion with a sliding scale?—Very great, but I think they could be overcome.

20,086. There is one thing as to the relative proportions of oats, wheat, barley, or stock that should be raised on a farm?—Exactly so.

20,087. And you see there are other elements entering into the question, such as the price of labour and the conditions of tenancy?—Exactly.

20,088. How would you meet things of that sort?—All those difficulties have to be taken into consideration, I say, and some proper basis agreed upon.

20,089. Do you not think it would be a better plan if the question of fixing the rent was referred to arbitration, and that these persons could take the price of produce into consideration as well as the conditions of tenancy and other elements which relate to the question?—Yes; my difficulty with regard to that is, for how long a period would the rent be fixed, because, if you take the case of Llyslew, the market was very high in 1872. At the end of 14 years there was a loss on the stock produced on that farm of over 250*l.* Of course if you fix the rent for 10 or 15 years, either the tenant might lose a good deal or the landlord might lose a good deal; whereas, if you have a sliding scale on the basis I have referred to, the landlord would benefit during a prosperous year, and the tenant would benefit during a depressed year.

20,090. Would you think that five years was too much, in accordance with the Bill of Mr. Bryn Roberts?—The cost of going to Court would be enormous every five years, I think. My objection to that is the costs. I think it is a very awkward thing for landlords and tenants to be at each other constantly, one for a reduction, and another for an advance.

20,091. Supposing that the Court is simply an arbitration court for each of the parties to appeal to, in case they could not come to an agreement?—Yes; but then you would require to go to it every 5 or 7 or 10 years afterwards, if there was the necessity; whereas you could once settle the rent and it would slide according to market.

Mr. *Grove.*

20,092. You produce a copy of a County Court Judgment?—Yes. I acted as solicitor in the matter and know all about it, or rather my firm acted.

20,093. Would you be able to put that in for the use of the Commissioners, or is it the only copy you have got?—It is the only copy I have got, but it is reported in the "Law Times" for Saturday, June 11th, 1892; it is reported in the "Law Times"; not in the Reports, but in the paper. If the Commission wish, perhaps it would be better to put it on the Minutes of the Evidence, and then it could be referred to.

Chairman.

20,094. Will you hand it in?—Yes. (*See Appendix.*)

Professor *Rhŷs.*

20,094*a*. Could you give us the original Welsh quotation which you translated from the "Genedl"?—No, I cannot produce the original. It is a copy that I have from the "Genedl." It is a very long letter.

20,095. Have you verified it?—My partner took a copy and I translated it myself.

20,096. It would be more satisfactory if you could put in the original?—I am afraid I could not get a copy of the "Genedl" from the file.

20,097. Could you give us the date?—Yes, I can give you the date. The letter is dated the 14th November, 1889, and was published in the "Genedl" for the 20th November, 1889. I am told by the reporter for the "Genedl" that a copy can be obtained of the newspaper of that date.

20,098. So I should think. You consider that the period of 15 years for a stone wall is inadequate for compensation?—It is ridiculous.

20,099. What would you suggest?—The value at the time the tenancy is determined to an incoming tenant. I suggest nothing but that which is in the Act of Parliament referred to.

Professor *Rhŷs*—continued.

20,100. And you would have the compensation settled by the landlord when the tenant leaves?—Or the incoming tenant if it is a matter of arrangement between them. It was the incoming tenant who paid the 350*l.*

20,101. That leads me to another question which I wish to ask you: with fixity of tenure how would you prevent a tenant right growing up or coming into existence?—I wish to bring tenant's rights into existence: not to prevent it.

20,102. Of what sort?—Of all sorts. If a man makes an improvement I think that as of right he ought to be paid for it.

20,103. I agree with that, but that is not what I meant. I meant what is sometimes called goodwill, and so on?—I do not approve of goodwill.

20,104. You do not consider that?—No—if a man improves the cultivation or improves the buildings or anything of that sort, he ought to be paid for them on leaving.

20,105. I do not know whether you heard the previous witness who mentioned cases where farmers were assisted to pay their rents by their children who were away working in the large towns or in various positions abroad?—It is rather a delicate thing, but I could name dozens.

20,106. I do not ask you to name them: I know it is delicate?—I can confirm him thoroughly.

20,107. You can confirm that statement?—Thoroughly.

20,108. You think that is largely the case?—Yes.

20,109. It is so in cases that you know of?—Yes, that I am personally acquainted with.

20,110. If they had not that assistance they could not pay their rents?—No, they would have died paupers, many of them.

20,111. Have you known any instances of farmers becoming paupers?—Oh, yes, there is a man now getting 6*s.* a week at Carnarvon as a pauper—an old farmer. I know several.

20,112. Would you object to say on what estates their farms were?—I fancy I had better not.

20,113. I think you mentioned just now a case of a claim for compensation being defeated by what you considered a technical objection?—Exactly.

20,114. Have you known cases of that kind often before?—I have known two. I was concerned myself in one.

20,115. Do you think this has a deterrent effect to a large extent on farmers when they would like to claim compensation?—It has, no doubt, but it is not very often that claims for compensation arise, because tenants are allowed to remain if they are good tenants, from one generation to another in large estates. But there are special circumstances such as sales or some other dispute where a good tenant is turned away, and claims for compensation defeated in that way. In the case that I referred to of the stone wall there was a claim made for improvement to the soil, but that was not allowed.

Professor *Rhŷs*—continued.

20,116. Then do you know anything about counter-claims on the part of the landlords?—Yes, I had an action with Lord Stanley where there was a counter-claim.

20,117. What was that for?—He made a claim for dilapidations in the case that was mentioned to his Lordship this morning, and in this case here of Fferam Fawr there was a counter-claim for dilapidations in the buildings, and I believe 2*l.* 10*s.* 3*d.* was allowed. See 20,006*c*, 20,280.

20,118. Is it pretty frequently the case that a landlord makes counter-claims? Does that happen frequently?—I do not think it does very frequently.

Sir *John Llewelyn.*

20,119. With regard to this wall that has been spoken of, the photograph that you put in is a photograph of a remarkably substantial wall?—It is.

20,120. It would give me the idea of being built for some special purpose?—It was.

20,121. That was so?—Yes, that was so; it was to prevent the rabbits from the rabbit warren going to the cultivated land.

20,122. I am much obliged for that information, because that gives it a higher value. Do you approve in principle of the first schedule of the Agricultural Holdings Act, the principle being that the consent of the landlord is required in certain things?—Yes, in certain things undoubtedly, but if the landlord refuses I should certainly say that there ought to be some power.

20,123. Of compulsory arbitration?—Yes, by which the tenant could make the improvement if it was for the benefit of agriculture.

20,124. Quite so, but that wall, I suppose, is a different wall to an ordinary wall?—It is a magnificent wall, and it is a mile long, I should think.

Mr. *Richard Jones.*

20,125. What authority would you suggest to put this sliding scale into operation? You must get some authority to work a sliding scale?—Yes, the county council.

20,126. Do you think they have not got sufficient work already?—They can do a good deal more. Of course that is subject to modifications. It was sprung upon me rather suddenly, but I should say so.

20,127. Do you think that they would be better able to superintend the working of the sliding scale than qualified men would be—qualified valuers?—Well, it is very difficult to know who is qualified to value. It is a matter of opinion very often as to valuers. Valuers differ very widely.

20,128. The suggestion of the sliding scale in the first instance is a matter of opinion?—Yes, quite so. Then of course there would be a power to get persons acquainted with the district—with the locality. So much depends on the locality.

Mr. *Richard Jones*—continued.

A man must be pretty well acquainted with the nature of the soil before he can properly value. I will give you an instance. Here last summer at Treriffri, which I have spoken of, I do not suppose there is any man in the world who could have paid anything like the rent for it, because it was dry and parched up, and not a drop of water was to be had within a mile, I should think; but another summer a man going over that land would value it a great deal more than he would this year, so that you must have some local knowledge. So much depends upon the seasons.

20,129. You have local valuers of experience in Anglesey?—Yes, you would be able to select them in that way in the county of Anglesey. You would not take a man from the far end of the county to value another part at the other end.

Chairman.

20,130. I have a few questions to ask you which have been handed in by Mr. Vincent. "Was Glantraeth on Sir Richard Bulkeley's estate?"—It was.

20,131. "Do you know that Sir Richard will "not settle what compensation is to be given "unless the various purchases have been "completed"?—I never heard of it before, my Lord.

20,132. That is the first you have heard of it?—That is the first I have heard of it. I should be very glad to know that it is a fact.

20,133. "Are you aware that in the case of "Caecrin a promise to compensate is included in "agreement?"—I should like to see the agreement, my Lord.

20,134. You are not aware of that?—No, I am not. I should like to see the agreement As soon as the tenant knew that I wanted information for evidence he refused to oblige me any more; he was afraid.

20,135. Then you have not seen that agreement?—I have not seen that agreement. He had not the agreement.

20,136. These are all Mr. Vincent's questions: "When you speak of the increase of the rent "roll of Anglesey you refer to the returns under "Schedule B.?—Schedule A.

20,137. Not under Schedule B.?—No.

20,138 "Do you take into consideration the "large number of leases for lives which have "expired since 1815?"—I do take that into consideration; I have said in my evidence that I do not think the landlords of that day were in the habit of letting their land under value.

20,139. These questions refer to Llyslew: "Do you not consider the expenditure was large "for a farm of the size of Llyslew?"—No, I do not. The money was very well spent. It is one of the nicest farms in the whole county, and that is entirely owing to the labours of Mr. Hughes. There was I believe, about 50 acres of land there, which was bog and unclaimed.

20,140. "Did not John Hughes erect a stable "for four horses; was that necessary or useful

Chairman—continued.

"expenditure?"—I know the buildings very well, and I do not know of anything that is not absolutely necessary there. I may say that Mr. John Hughes was a kinsman of mine, and I was in the habit of visiting the place very often, and I know a great deal about his affairs.

20,141. "Did not John Hughes die insolvent?" —No.

20,142. He did not?—No; he paid 18*s.* in the £ as it was, he could have paid 20*s.*, and if he had what was his right from the trustees he would have died worth a good deal of money. I consider that the trustees have taken what was really his money for their own use.

20,143. "Did he not hold grazing parks in "various places and establish a sale of fat beasts "at Menai Bridge, thereby losing much money?" —I could not say what he lost, I know that he did take grazing land, but I know also that his farms had more manure than any two farms put together in the county.

20,144. "Was not Mrs. Parry, his sister and "administratrix, an invalid who had lived most "of her life in Manchester, and had no capital?" —Mrs. Parry had capital—enough to take the farm. She could have carried it on and give a proper guarantee.

20,145. "Did she not hand the farm over to "a committee of creditors, and did they not make "a profit of 700*l.* on the first year?"—I believe they did. My brother managed it and did very well for them; and that shows the value of the farm, and corroborates my evidence about it.

20,146. They made a profit of 700*l.*?—Yes, and that corroborates my estimate of the value of the farm. It was owing entirely to the improvements of the tenant.

20,147. "Do you know that so long ago as 1872 Mr. Picton Jones, solicitor to John Hughes, wrote to Lord Penrhyn: 'Whatever 'has happened shall not be a source of trouble 'to your Lordship or to the other trustees, as 'my client looks upon the lease as entirely null 'and void, and will be satisfied with anything 'that the trustees, with the consent of the 'Charity Commissioners may think proper to 'give him'"?—Mr. Picton Jones was the solicitor for the feoffees, who evidently prepared a deed which had no legal effect, and I do not know what he wrote to Lord Penrhyn or anyone else on the subject; but Mr. Hughes told me many and many a time that he looked upon his lease as a perfectly safe document, and that these noblemen and gentlemen would never back out of their solemn undertaking.

20,148. This is a question from the Chair. Was that lease signed by all the trustees?—Nine out of 11; I have a copy of it here; I can give the names of all who signed, my Lord. It is in the evidence.

20,149. You might give us the names of the two trustees who did not sign?—Mr. Bulkeley Hughes did not sign. I may say there was an old feud between Mr. Bulkeley Hughes and Mr. Hughes owing to some game or something. He did not sign, but he was the first to discover that the trustees could not grant the lease for

Chairman—continued.

45 years. It would be easier for me to give the names as signed. The Bishop of Bangor, Lord Newborough, Richard Lloyd Edwards, J. S. W. Griffith, J. Williams Ellis, Lord Penrhyn, J. V. Vincent, and Rice Thomas. All those signed, but the others did not sign.

20,150. "Do you know that the lease was "originally granted in consideration of works "already done and 1,020*l.* to be spent"?—There was a covenant to that effect in the lease, and he spent 3,000*l.* and more.

20,151. "Do you know that in consequence "of the difficulty about the lease most of the "1,020*l.* was not spent"?—No. One of the conditions was that he should put what they call a cross kitchen to the house, and he always meant to do it, and he had 28 years to do it; but he went on improving the land first, because that was productive.

20,152. "Do you know that up to the very "time the writ was issued the trustees ex-"pressed themselves willing to pay for the "improvements?"—If they were willing I cannot understand why they did not do it, because they never paid a penny; and not only that, but whenever there is a change of tenancy, every outgoing tenant is paid for manure and seeding in the land. This was valued at over 300*l.*, and it has never been paid for—not even that.

20,153. The following question is by Mr. Owen Wynne: "You said a good deal about "agreements. Have you ever drawn any "agreements as between an owner and occupier, "and, if so, did they contain very liberal "clauses?"—They contained none of these clauses that I object to. I have prepared a great number.

20,154. They contained none of the clauses that you object to?—None whatever. I got one signed last Thursday week here, and there were none of those clauses, and a copy was given to the tenant.

20,155. This question is also by Mr. Owen Wynne: "We have heard a good deal about "farmers having established some of their "children in business. As a country solicitor, "are not you yourself an instance of the "kind?"—Not from anything that I have ever had from a landlord.

20,156. I think the question means, Mr. Owen, are you the son of a farmer?—I am.

20,157. And you are now a solicitor?—I am now a solicitor, and I never got a penny from the farm towards qualifying. I got something after I was qualified; and I may say this, that when my mother went, with four children, to take the farm after my father died in 1868,—I had a brother then qualifying for a doctor,—the then agent told my mother, "You can afford to "bring up a doctor, and you ought to pay more "rent for your farm," although that man knew perfectly well that my brother had the means of qualifying without getting a penny from the farm, and that agent served us with a notice to quit there and then.

Chairman—continued.

20,158. That was in 1868?—May 1868, the day after my father's funeral.

20,159. Was a notice to quit given you the day after your father's funeral?—The day after my father's funeral, in the office of Mr. Pritchard, on my mother and children, all the children being under age.

20,160. These questions are by Mr. R. H. Pritchard: "Do you know that the next of kin "were threatening Mrs. Parry with proceed-"ings?"—They were not. I was acting for them.

20,161. "Do you know that Mr. Williams, of "Gwydryn, who had acted as valuer for Mrs. "Parry, called and told the trustee's solicitor "so in June 1889?"—I am not aware of it.

20,162. You do not know of that?—No.

20,163. "And he gave that as a reason for "not proceeding with his valuation." Do you know that?—I am not aware of it.

20,164. You cannot answer that?—No; he was not the valuer; he was manager for Mrs. Parry; he was not the valuer. At that time he was a valuer with Mr. Thomas Owen who valued improvements at 2,600*l.* I have a copy of the valuation here.

20,165. He was not the valuer at all?—Not at that time. I am not aware of it, subject to anything that Mr. Pritchard might say, of course.

20,166. All these are Mr. R. H. Pritchard's questions. "Does Mr. Owen know that the "trustees appointed Mr. Dew, and Mrs. Parry "appointed Mr. Hugh Williams, as arbitrator, "to value her permanent improvements?" Did you know that?—No.

20,167. "Did you know that Mr. Williams "after some time declined to act?"—I am not aware of it. I may say that I was acting as Mr. Hugh Williams's solicitor during the whole of that time, and he generally used to tell me everything.

20,168. But you are not aware of that?—I am not aware of it.

20,169. Did you know that she then appointed Mr. Thomas Owen, who died?—Mr. Thomas Owen and Mr. Hugh Williams valued the improvements first together. I do not know what the date was; I may be able to find the date.

20,170. I do not think that is very important. "Do you know that she then refused to appoint another referee?"—I never heard of such a thing. I know that Mr. Dew valued the manure and the seeding in conjunction with Mr. Gardner, I believe, and valued them at over 300*l.*, which was never paid for.

20,171. "Did not you yourself advise Mr. "John Hughes that the lease was bad?"—I told him that the lease was invalid, and he thereupon told me "I feel as secure as if it had "been as valid as any legal document, because I "have absolute confidence in those people." He wanted a loan—a mortgage—on the lease at the time. I told him it was not valid for more than 21 years without the consent of the Charity Commissioners.

20,172. "Do you know that the lease of "Llyslew was not prepared by Mr. J. W.

Chairman—continued.

" Hughes, of Bangor, the solicitor of the trust, " but by Mr. Picton Jones, who was solicitor to " Mr. John Hughes ?"—This is a copy; it was prepared by Mr. Picton Jones, I believe, for the feoffees. I understood so always. I may say this, that all the trustees signed in the presence of S. E. T. Picton Jones, solicitor, Pwllheli.

20,173. I have a few more questions which I must trouble you with. These questions are by Mr. Ellis Jones Griffith: "You have been " asked whether Mrs. Parry had capital"?—Yes.

20,174. "May I ask whether the incoming " tenant of Llyslew had more capital than Mrs. " Parry or enough to farm the land"?—I do not know what the man had in his pocket, but the common report was that he was not as well off as Mrs. Parry was.

20,175. "You have been asked whether Mrs. " Parry is an invalid and whether she was " unable to manage the farm. Do you know " that Mrs. Parry's only daughter was married " to a young farmer who lived in a neigh- " bouring farm, and that Mrs. Parry's son-in- " law was ready to assist Mrs. Parry in the " management of the farm"?—Yes, I know that.

20,176. "Do you know whether there is any " hesitation on the part of farmers to give " evidence before this Commission"?—A great deal. I could give instances.

20,177. "To what cause do you attribute this hesitation"?—Fear of the agents more than the landlords.

20,178. "In the course of your evidence you " have used the terms 'confiscate' and 'confis- " cation.' What do you mean by those words"? —I mean the appropriation of one person's property for the benefit of another, but I would rather give a legal definition to it—a definition given by Mr. Justice Cave at the Chester Assizes, if I may with your Lordship's permission. This is a case which is reported in a cutting from the "Manchester Guardian" for March the 16th, 1893. It reads thus: "At the Chester " Assizes yesterday Rushford Baldwin, wine and " spirit dealer, Greenhill, Holywell, Flintshire, " sued Henry Clough, the present tenant of the " 'Wynnstay Arms Hotel,' Rhyl, for 144*l.* 7*s.* 6*d.*, " money due." Then I will not read the whole, but there is a conversation here between the judge, Mr. Justice Cave, and the witness representing the owners. The judge says: "When " the tenant gets up the value of a house, do " you confiscate the additional value of the " property?—Witness: We do. The judge: " Well, it is about the coolest thing I have " heard in my life. I do not wonder landlords " are not popular in Wales if this is the way " they conduct themselves. Are you sure you " are authorised to say this for your principals? " —Witness: Yes; there is no such thing as " goodwill recognised in our firm. The judge: " Then I repeat it is a most disgraceful thing to

Chairman—continued.

" confiscate a man's labour and put the money " into your own pocket.—Witness: We should " never take the house from him so long as he " behaved himself. He could keep the house " for ever. His Lordship, in summing up, said " it was outrageous and monstrous for brewers " to confiscate the value of a tenant's labour, " especially as the brewers themselves were at " present going up and down the country com- " plaining about their own property being con- " fiscated. If there was any confiscation at all, " he would sooner see their property confiscated " by the Government than their tenants' " property confiscated by them. Confiscation " which benefited the public was manifestly " very much better than that which benefited " the brewer."

I entirely agree with that, and I have used the words on the strength of that dictum.

20,179. These questions are also by Mr. Ellis Jones Griffith: "With reference to the Llyslew " case, as to the trustees to whom Llyslew be- " longed at the time of the dispute, are they all " without exception Churchmen"?—Yes.

20,180. "Are they all with one exception Conservatives"?—I believe there is one Liberal amongst them.

20,181. "As to the present trustees, are they " all, without exception, Churchmen and Con- " servatives"?—I do not know who the present trustees are, my Lord.

20,182. "Was Mrs. Parry evicted in the " month of May"?—I could not say that from my own knowledge, but the Under Sheriff is present and he may remember. He put her on a stool very gently in the high road.

20,183. "Did the eviction in May rather than " in November, the ordinary date for the termi- " nation of tenancies, mean a loss to Mrs. Parry " of several hundreds of pounds"?—No doubt.

20,184. "Were there at this time 80 acres " under hay, and did the new tenant obtain all " the crops without any compensation to Mrs. " Parry"?—The new tenant obtained every- thing; not a penny has been paid to Mrs. Parry by the new tenant, trustees, solicitor, agent, or anybody else. They have pocketed all.

20,185. "Did the new tenant get the crops " without the cost of labour or paying rent until " after May"?—As I have said before, my Lord, he got everything. Mrs. Parry was a poor woman, a cripple and homeless.

Mr. *Richard Jones.*

20,186. Just one question. What was the reply that came to the appeal made by the justices and the farmers who sent that petition? —I believe it was treated with contempt—with silent contempt. It was ignored completely. The wishes of everybody were ignored, and the trustees carried out their cruel eviction, in spite of every remonstrance, and in spite of every offer of guarantee, that everything would be done to keep up the value of the farm.

The witness withdrew.

Re-examined 20,250.

Adjourned to 10.15 o'clock to-morrow.

TWENTY-FIFTH DAY.

The Town Hall, Llangefni, Anglesey, Thursday, 12th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. CECIL E. OWEN, Assistant Secretary.

Mr. THOMAS PRICHARD recalled and further examined.

Chairman.

20,187. You wish to answer Mr. David Owen as to three farms?—I do. First of all I have to ask the question whether the extracts I put in from certain newspapers will appear in the print. 19,478.

20,188. We cannot have cuttings from newspapers in the evidence, but if you wish them to be put in the Appendix, they shall be put in the Appendix?—I do, my Lord.

20,189. It must be distinctly understood that they are all verified?—Yes, they can be verified to-day.

20,190. I take it you produce the originals?—Yes, the originals shall be produced. [*The witness handed in the original newspaper cuttings.*] There was another question upon which I promised Professor Rhŷs some information. 19,626. He asked me for some particulars about illegitimacy, if you remember, and I have brought them. I have drawn out a short summary, but I think you had better take the book. The summary of it all is this, that the average number of illegitimate births in all England per 1,000 is 48, and in North Wales 69. That is the average from 1879 to 1888, 10 years. In Anglesey in the years 1884 to 1888 the average was 89.

20,191. You cannot give it for the same years, can you?—I only take them from the book.

20,192. You cannot give the 10 years?—No, I cannot. There are only four years; that is the average of Anglesey from 1884 to 1888.

20,193. Can you give the North Wales average for that?—I can give the North Wales average for the 10 years ending 1888. North Wales 69, and South Wales 45. The average for Anglesey 1884 to 1888 is 89; but in 1842, to compare with it (I am not choosing the years, I simply take them out of this book, which you are welcome to have) it was 78, so that there is an increase of 11 per cent. since 1842

Mr. *Grove.*

20,194. It is not per cent; it is per thousand?—Yes. You do not like newspaper cuttings; but there is a very interesting article, I have cut out of the "Carnarvon and Denbigh Herald," which summarises the whole thing, if you care to have it read, although all the information is in this little book.

Professor *Rhŷs.*

20,195. What is the title of the book?—It is one of a series: "Illegitimacy and the Influence of Seasons upon Conduct," by Leffingwell.

20,196. When was it published, and where?—It was published in 1892 by Swan, Sonnenschein, & Co., and there are maps in it, showing the country, which are most interesting.

20,197. Do you account to any extent for the illegitimacy by the domestic arrangement of the farmhouses in Anglesey?—I thought at one time that that would account for it; but when you come to compare 1842 with 1888 it quite beats me. The accommodation is much better now than it was then, I take it.

20,198. Do you think that the servants slept in outhouses in 1842?—I do not know, but judging from all I have seen I should say, yes.

20,199. You cannot offer any explanation?—I am afraid there are no end of theories; but the most likely theory is what this man calls ancestral proclivities. He discusses whether it is a question of religion, social condition, wealth, or politics; and a number of points—country and town life, and legislation as to marriage and heredity. It seems to be put altogether.

20,200. I think it is not a question of religion, because immorality is preached against all over the Principality, or used to be, and I should think it is still?—To prove that, I should give the averages for Ireland, where, of course, they are almost all Roman Catholics, or principally only 28 per 1,000, England 46 for one year, 1889, and Scotland 79. The curious

Professor *Rhŷs*—continued.

part is that when you take the individual years there is very little difference; there is scarcely 1 per 1,000 difference. It seems almost a permanent ratio: Ireland 28, England 46, Scotland 79, that is for the one year 1889.

20,201. The book does not give any of the counties of Scotland?—Yes, it does.

20,202. Aberdeenshire?—Scotland is divided in east and west. There are more on one side of Scotland than the other, according to this man's theory.

20,203. I ask about Aberdeenshire, because I believe there is a custom there of the servants living altogether outside the control of the farmer?—The most are in the southern part of Scotland—about Berwick and the lower part; and Aberdeen.

20,204. That in that map is Galloway?—Yes, that is Galloway, I think.

20,205. Is Galloway one of the west?—It is near Stranraer; and Dumfries I think comes next.

20,206. Aberdeenshire, Banffshire, and Nairn?—Aberdeenshire is very bad, as bad as the southern part.

20,207. I do not like to propound racial theories; but I have one in my mind. I am afraid, however, it would not exculpate the present accommodation of the farmhouses and the domestic arrangements of the homesteads in Wales altogether. I am afraid a great deal must depend on the present arrangements?—You seem to agree with this as to ancestral proclivities—the Picts and the Danes and so forth.

20,208. I did not say that. I do not say it explains it all?—No, not all.

20,209. I am afraid the present domestic arrangements are to some extent responsible for the evil?—In Ireland, Ulster is much worse than any other part.

20,210. Would that seem to indicate that Protestantism is rather favourable to this sort of vice?—No; if you compare it with foreign countries that is not so; England comes about the middle.

Chairman.

20,211. You wish to rebut the evidence as to the case of a change of tenancy on a farm—Treriffri—on the estate that belongs to Sir George Meyrick?—Yes.

See 20,007 and the 3 succeeding witnesses; also 20,758.

20,212. We heard the evidence of Mr. David Owen?—You heard my letter and Mr. Owen's letter read, and that is my case; but I say that you must remember that an old lady, Mr. Richard Owen's mother, was the tenant of the farm. Mr. David Owen and Mr. Richard Owen were brothers. Mr. David Owen, as you know, is a solicitor. The whole thing lies almost in a nutshell. There was a misunderstanding from beginning to end unfortunately. I had better begin at the very beginning. I have my journal and everything here, so that I can prove everything I say. I visited the place on the 18th of August 1881, and made a sketch of the new buildings. On the 27th I was there again, and then came the conversation between Mr.

Chairman—continued.

Richard Owen, who was the son, and myself. Mrs. Owen was very old; I do not know how old she was; she was not going out much at that time. Mr. Richard Owen said they were not in circumstances to put up the buildings on what we call the usual custom of the estate. That was that the landlords should provide all the materials, and the tenant all cartage and pay wages. He asked me whether the landlord would build and they would pay (I have it down here) 5 per cent. on the outlay, and the tenant to do the carting. I asked him whether his mother was of the same opinion, and he said, "Yes." I went into the house and saw the mother, and she said the same. I said: I can-"not do anything to-day; it is contrary to the "custom; I must write to my principal, and "get permission to do it." In the meantime I got a letter, and visited the place again, and told Mr. Richard Owen that Sir George Meyrick would do as he asked. On April 19th the plans were approved by the tenant. I was there with a man who will be called (the clerk of the works), and it was entirely understood, at any rate by me, that the landlord was to do all the work, and he was to pay interest on the whole expenditure, not on the labour only. About that time Mr. Richard Owen and my clerk of works, John Hughes, came to Llanerchymedd, and on the way back there was a conversation between Mr. Richard Owen and Mr. John Hughes. Richard Owen said to John Hughes: "The cost "will not be very much, because I shall only have "to pay interest on the wages." John Hughes told Richard Owen: "No; you are mistaken "there; you will have to pay on the whole ex-"penditure—wages and materials." Richard Owen replied: "That cannot be; I am sure that "is not so;" whereupon John Hughes said: "Yes; "it is certainly so, and as the foundations are "not yet dug, you had better go back to Mr. "Prichard at once and make sure of it." Richard Owen then said: "No, I will not do that; "do not tell Mr. Prichard that I asked you "anything about it." I did not hear any of this conversation until after the unfortunate—well, dispute we will call it, took place. If I had heard of it there and then, things would have been properly understood, and set on a proper footing, but they were not. They cost altogether 599*l.* 4*s.* 9*d.* There was a promise, as I said, of a new house which was to cost 400*l.*—it was virtually 1,000*l.* together. The house would have been built but for Mrs. Owen's illness. She died. When the money came to this amount the 5 per cent. would have been 50*l.* I told him it was utterly unreasonable to expect a rise of 50*l.* on 90*l.*, and Sir George Meyrick would be satisfied with the 2 per cent., which made 20*l.*, so as to make what Mr. Owen calls the rent, but what I call interest on expenditure to 90*l.*, and interest 20*l.*, total 110*l.* Mr. Richard Owen paid this sum. Then after that, I forget what year it was exactly, as I have just mislaid my notes, he declined to pay it, and said it was impossible to pay, and he had never intended to pay except the interest on the wages only—that he expected to have all the

Chairman—continued.

materials gratis. I told him, "Well, I have "gone out of my way in recommending the "landlord to show you a favour that no other "tenant has ever had scarcely, and you put me "in an awkward position"; and I asked him to think it over. I should say that he refused to pay the 110*l.* on the 18th March 1885. Then on the 31st March 1885, Mr. Richard Owen called again and paid the money, and agreed to take for 110*l.*, and expressed himself satisfied. On the 4th April I saw Mr. David Owen.

20,213. I do not want to interrupt you in any way, but I do not see that there is very much difference between you. The two letters put the case very clearly. Mr. David Owen in his letter of the 20th October 1885, says: "I never "understood the case to stand as you have put "it. There is evidently a clear misunder-"standing between you"; and he says: "Nor "have I the slightest recollection of ever having "asked you to build at your own expense and "charge the interest on the whole outlay." We quite understand there was a misapprehension. I want to ask you this: You do not rebut that a lot of labour and money was spent on this farm?—I rebut the correctness of Mr. David Owen's assertion.

20,214. He says what you say, namely, that you did not understand each other?—Quite so.

20,215. We quite understand you; you think one thing and he thought another?—Yes, but Mr. Richard Owen has paid the rent—he agrees to take and pay the 110*l.*

20,216. That is very likely, but there is no rebutting evidence about the death in 1868 and the advance of 108*l.* per cent. for many years on his own improvements?—No, I do not want to rebut that.

20,217. There is no rebutting evidence against the advance of 260*l.* per cent. during the mother's widowhood?—I did not begin there; that is not the question.

20,218. Really, the rebutting evidence is that you and he had a misunderstanding?—Mr. Richard Owen, the brother, and I understood one another, and Mr. David Owen interfered and did not understand it.

20,219. There was a misunderstanding in this case which I give no opinion about. He had to leave in 1886, as he says, and he considers that a great deal of money has been spent for which no return has been made?—He says I refused to put the rent to arbitration. It was not rent; it was increase of expenditure.

20,220. There was a misunderstanding between you, and you went to law over it?—They sent in a claim for 600*l.*, and they got, as Mr. Owen himself says now, 388*l.*

20,221. I do not think there is much difference between you, except you say you did not understand him and that he did not understand you, and that if there had been an understanding perhaps this unfortunate occurrence would not have happened. Is that what you want to say?—Yes, particularly. Then there was a statement that Mr. Algeo had never walked over the farm. It is very important to me as employing Mr. Algeo, and very important for Mr. Algeo himself, that such a statement should be refuted.

20,222. What do you say about that?—He is here himself and here is the tracing.

20,223. What else is there?—That is all I have to say about that. I would ask to be allowed to call Mr. John Hughes, who had the conversation with Mr. Richard Owen, so as to explain that he had no reason whatever for any misunderstanding, because he told him and referred him to me, to get a more perfect understanding.

Lord *Kenyon.*

20,224. Who was John Hughes?—He acts as clerk of works, as I call it, so that he was a person in authority.

20,225. He explained the matter to Mr. Owen?—Yes, and asked him to talk to me, and Mr. Owen said, "do not say anything about it; "do not say you mentioned it to me;" well that it looks as if a trap had been set to catch me.

Chairman.

20,226. I do not think we can go into that. You make a statement to the effect that he did not understand you and you did not understand him, and that is the occurrence?—Yes, but I can prove that he did understand me, and that is my point. That is all he has to say. You see my character is at stake; at least I consider so, and it will not take you more than five minutes to hear his evidence.

The witness withdrew.

Re-examined 20,280.

Mr. JOHN HUGHES called and examined through an interpreter.

Chairman.

20,007 above.

20,227. What are you?—A joiner.

20,228. What connection have you with the estate of Sir George Meyrick?—I go to look over the buildings.

20,229. Are you a sort of bailiff?—I draw plans of the buildings and look after the buildings as an architect.

20,230. Have you anything to do with the letting or the value of the estate?—No, nothing, but I go over the buildings when a tenant leaves a farm to see as to the state of repairs.

Chairman—continued.

20,231. Have you ever had any conversation with Richard Owen on the subject of the Treriffri Farm?—Yes, many times. See 20,758.

20,232. Do you remember the proposal to build a new house in April 1882 or 1883?—Yes, the farmyard first of all.

20,233. Had you any conversation with Mr. Richard Owen upon that subject?—Yes.

20,234. What did you say?—I was told by Mr. Thomas Prichard to go there to see about building a farmyard. Mr. Prichard had a paper

Chairman—continued.

and pencil in his hand to draw the plan, and after we had commenced Mr. Richard Owen asked Mr. Thomas Prichard if he would build the whole lot and pay the whole expense.

20,235. He said that to Mr. Richard Owen?—Mr. Richard Owen asked that of Mr. Thomas Prichard.

20,236. Did Mr. David Owen ever ask that question?—No, never. I never spoke a word to Mr. David Owen about it.

20,237. It is Mr. Richard Owen; it is nothing to do with Mr. David Owen?—Quite so.

Lord *Kenyon.*

20,238. Did he say anything about 5 per cent.?—I do not know. Mr. Richard Owen stated that he wanted Sir George Meyrick to build everything and not according to the custom of the estate.

20,239. Did Mr. Richard Owen expect to pay percentage on the whole cost of the outlay, or only on the cost of the labour?—He understood that before putting down the foundations.

20,240. He understood what?—That he would have to pay the interest on everything—on the whole outlay.

20,241. Did he ask you to say nothing about that conversation to Mr. Prichard?—Yes, he did.

Mr. *Grove.*

20,242. Is it usual in discussing such matters for you to be acquainted with the terms arranged between the landlord and the tenant?—Yes, it is.

Professor *Rhŷs.*

20,243. How did you know that Mr. Richard Owen knew that he would have to pay 5 per cent.?—I did not know it.

20,244. I thought you said that just now you knew?—I told him that he would have to pay for everything—for the timber, the slates, the lime, and so on.

20,245. That is all you told him?—Well, I did not know how much he would have to pay.

Lord *Kenyon.*

20,246. Answer this question. Did the tenant expect to have to pay some amount of interest, and did he know what that amount was?—I do not think he knew what rate per cent.

Professor *Rhŷs.*

20,247. That is not the point; did he know on what he was to pay interest—on how much outlay?—He had not incurred them at that time.

20,248. What I want to know is this: he was to pay interest on the expense of the materials, but did he understand he was to pay interest on any other expense?—Yes, on the whole of the cost of the building.

Lord *Kenyon.*

20,249. Was the tenant aware that he was to pay interest on the whole amount—outlay, labour, and everything else?—Yes, he was, and that before cutting the foundations.

The witness withdrew.

Re-examined 20,311.

Chairman.

This is a question from Mr. David Owen—"Will Mr. Prichard produce a letter of the 8th "of January 1886, or will he admit this passage "—'Just one word about the payment of last "'year's rent. You know the trouble we were "'in then, and rather than have any disturb-"'ance we decided to pay what you demanded,

Chairman—continued.

"'but I think my brother told you then that "'he would never pay such rent afterwards.'"

Mr. *Thomas Prichard:* Yes, that is Mr. David Owen's letter to me; he wrote it I daresay; that is all I admit.

Mr. DAVID OWEN recalled and further examined.

Chairman.

See 20,211, 20,758.

20,250. You have heard what Mr. Thomas Prichard says about the misunderstanding, and you have heard Mr. John Hughes, the joiner, who says that Mr. Richard Owen and Mr. Prichard understood each other perfectly, and he says also that Mr. Richard Owen asked him not to report the conversation that passed between them to Mr. Prichard. Is that a fact?—I cannot speak as to what transpired between Mr. John Hughes and Mr. Richard Owen, because of course I was not present, but I should be very much surprised indeed if it is a fact, because my brother always was very much annoyed at the conduct of Mr. Prichard in the matter. He fully understood that he was to pay interest on the labour only, because it was

Chairman—continued.

the custom of the estate to pay for materials, and then there was no necessity to mention it. They provided the materials free of all. Then the whole question was—"Will you also pay for "the labour, and charge interest on the labour." That was the whole substance of the conversation. It would have been ridiculous for anyone to say—"I will pay for the materials," because the materials were always supplied on the estate. That was the custom.

20,251. The whole thing was a misunderstanding?—The whole thing was a misunderstanding. We offered to refer the rent and everything to arbitration. Mr. Prichard said "I will have nothing to do with it; if you do "not pay the rent you must go."

Lord *Kenyon.*

20,252. Is your brother alive?—Yes, he may be here to-day.

20,253. Can you state whether he can attend to say what conversation he had with Mr. Hughes?—Undoubtedly. I am told he is not coming to-day, but I will wire for him to come.

The witness withdrew.

Mr. Robert Algeo (Surveyor, Menai Bridge) called and examined.

Chairman.

20,254. Do you remember revaluing the farm in question?—Yes.

20,255. Did you or did you not walk over this farm when you made the valuation?—I walked over every field and I have my notes here, and these are original notes on the tracing.

Mr. *Griffith.*

20,256. Will you give the date when you walked over?—I think it was in 1870; I am not quite sure of the date.

20,257. Can you say the date of the month?—No, unless I had my memorandum book with me.

Mr. *Richard Jones.*

20,258. Did you inspect the buildings;—Yes, I looked at them. They were very dilapidated, very poor buildings, then—old.

20,259. It was nothing more than a glance, I suppose?—I did not take the measurement of them to see what was wanted; they did not look very good.

Mr. *Grove.*

20,260. Did you pay more than one visit when you made the valuation and inspection of the farm, or did you make it all in one day?—I made it all in one day.

Lord *Kenyon.*

20,261. Was Mr. David Owen there the day you went over the farm?—I do not remember.

20,262. He says he remembers very well your going. You do not remember him?—I do not remember any of them.

Chairman.

20,263. This is a question by Mr. Vincent—"Will you put in your notes." ?—Yes, [*handing*].

20,264. Question by Mr. David Owen "How "many farms did you inspect on this one day?—I cannot say, but I know I go to every field when I am making valuations, and carefully make my own notes. You may not understand the figures on that tracing perhaps.

Lord *Kenyon.*

20,265. These pencil notes were made on the spot during the progress of your valuation?—Yes.

Mr. *Grove.*

20,266. Is it your custom when making a valuation of a farm to have a note-book and to make notes as to each field as you pass over?—I put them generally up on a tracing.

Chairman.

20,267. Question by Mr. Llewelyn Jones: "Upon what principle do you value a farm"?—It depends a great deal upon the situation and the taxes that are payable and the quality of the ground. You must use your own judgment on all those points.

20,268. Question by Mr. David Owen: "Where did you make the sketch produced?"—I made the tracing in my own office, and the writing I did in the field.

Lord *Kenyon.*

20,269. The pencil writing?—Yes.

Chairman.

20,270. Question by Mr. Vincent: "Have "you not valued between landlord and tenant "all over the country?"—Well, I have done a great deal.

20,271. "Have you not also done so between "different landlords?"—Yes.

Mr. *Grove.*

20,272. When you value, do you value the thing as it presents itself to you at the time, without taking into account who has done the improvement on a farm—whether the landlord or the tenant?—I value what I think it will reasonably let at from year to year. I never had instructions from any proprietor to advance rents, but use my own discretion—*carte blanche.*

Chairman.

20,273. Questions by Mr. Ellis Jones Griffith: "Do you consider one visit to a farm a sufficient "acquaintance with a farm to make a valua-"tion?"—Yes.

20,274. "Has rent been reduced on your "valuation?"—I cannot say much about that. In some places I believe they have. I believe on the Bodorgan estate they have had a discount on my valuation of late years.

Professor *Rhŷs.*

20,275. That is not the thing; but a reduction in rent?—I do not think any permanent reductions have been made. I have made a valuation for the Marquis of Anglesey, and on other estates.

Chairman.

20,276. Question by Mr. R. H. Williams: "Do you generally, in valuing a farm, ask what "the rent and rateable value are?"—No; I would rather not know the rents.

20,277. Or rateable value?—Nor rateable value. I never inquire.

Sir *John Llewelyn.*

20,278. Do you ever value on behalf of a farmer—a tenant?—Yes I do, often.

Chairman.

20,279. This is Mr. Ellis Jones Griffith's question: "Do you not know what the rent is before "you value?"—I do not. I would rather not know the rent when I have to value property.

The witness withdrew.

Mr. Thomas Prichard recalled and further examined.

Chairman.

See 20,006*c*, 20,117.

20,280. Now, let us take Fferam fawr. "In "one case on a change of tenancy of a farm on "a large estate the surveyor of the estate was "instructed to value a stone wall erected by an "outgoing tenant at his own expense to divide "a rabbit-warren from cultivated land. The "surveyor valued it in 1881 at 350*l.*, all of "which the incoming tenant had to pay. The "period of exhaustion was fixed at 15 years. "The new tenant died in 1891, and his children "were turned away in 1892, and lost this 350*l.* "except four fifteenths, equal to 93*l.* By "calculating interest on 350*l.* and deducting "93*l.* from the total, it will be seen that the "sum of 46*l.* was added to the rent for every "year the tenant occupied the farm. This wall "is quite as good to day as it was in 1881." Is there anything you wish to say on that?—Yes; Mr. David Owen calls it confiscation. I call it contract. Whether it is just or not is a different question. The farm was let to Mr. William Roberts.

20,281. I do not think we need really go through that?—I mean to say this, that Mr. Samuel Owen did not build this wall; it was built by a relative of his, and he made a bargain with his relative to take the farm and to pay him compensation, and the original man was to have 21 years—there were so many years expired, and he was to have the rest.

20,282. They say there was only a certain number of years given to the wall. It is as good now as it ever was?—The farm was let below the valuation, to begin with—a considerable amount.

20,283. On account of building the wall?—Yes; improvements. He was to do that and various other things. It was understood he was to do all repairs.

20,284. Was he to build the wall?—He agreed afterwards—after taking. I have not got that in writing, but the agreement came out when Mr. Samuel Owen took the farm. It was put into writing then that he was to have the remainder of the period of exhaustion.

20,285. Mr. David Owen says it was very hard that this wall should only have a certain number of years to pay it over. You say it is a contract; he says it is very hard?—I should have said that I should have let the farm to one of the children, but I could not get them to agree. According to the valuation for the probate, there was only a sum of 515*l.* between five children. They would not partition between themselves. Mr. Samuel Owen had bought a farm for a large sum of money, and everyone knew he had not the means to pay for it. I said I could not allow the Bodorgan Farm to go towards paying for the other in any way; therefore they must keep them separate, and if they divided the money, there would be about 100*l.* each for them, and as there was a rent of 145*l.*, it was quite impossible for a man to farm a farm at a rent of 145*l.*, with 100*l.* to begin with. That is the reason they went out of the farm.

Chairman—continued.

20,286. That is how you rebut the expression "the children were turned away"?—Yes, that is my point.

Professor *Rhŷs.*

20,287. I think a letter was read from you yesterday to a tenant asking him to attend a political meeting. You remember the letter?—Yes.

20,288. What was the man's name?—The same man, Mr. Samuel Owen.

20,289. The father of these children?—Yes. We had a conversation at a rent dinner. He talked in a peculiar way, as I thought, and I thought he would like to have a public opportunity of expressing his thoughts. He did not, and there was no more heard about it.

Mr. *Richard Jones.*

20,290. Have you a copy of the agreement which you have with Mr. Samuel Owen?—Yes; Mr. David Owen has a copy [*handed in*].

Chairman.

20,291. "Cae Crin. This is a small holding on "the Bodorgan estate. All the buildings and "walls shown in a photograph, to be produced "have been made entirely at the expense of the "tenants according to plans by surveyor to the "estate. Cost about 400*l.* including haulage. "Last year tenant was told to sign agreement "contracting himself out of the benefits of "Agricultural Holdings Act, 1883, and the "period of exhaustion fixed by agent. Tenant "has no copy of agreement and does not know "exact contents. He declines to give evidence "as he is afraid of the consequences." What is there you have to say on that?—What I have to say is that the farm has been in the occupation of the family for many years. The old man

See 20,006*c*

Chairman—continued.

died, and it was let to Mr. John Hughes (who married the daughter in 1891) at the same rent. The rent was 21*l.*: the valuation in 1871 was 29*l.* They asked to have buildings. I said I would build them buildings. I cannot build everybody buildings in the same year, and I said that I would build them buildings in rotation, and I would build his when the time came. I keep a list, and I get on with them as well as I can, sometimes a large one, sometimes a little one. He said he was in a great hurry and wanted to build at once, and would I secure him the money if he did build. I said I would, and I have had it on my list to pay for whenever there has been any spare money to build. First of all, his own buildings have been erected at his own cost, and I never intended to hold him to that bargain. John Hughes, who is here, drew the plans, and he built the buildings. I forget what they cost now.

20,292. "The outside is 400*l.*" Do you dispute that?—I do not admit that.

20,293. Including the haulage?—I know nothing about the haulage.

20,294. Do you dispute that that would cost 400*l.*, including the haulage?—If you would allow me to look, perhaps I can find it, or if you would call John Hughes, who is here, I think. The man is to have his money as soon as he can get it.

20,295. Was the tenant told to sign an agreement?—He was not told.

20,296. Did he sign an agreement contracting himself out of the benefits of the Agricultural Holdings Act?—No, he signed an agreement to have a period of compensation, if I do not pay him in full in the meantime. I intend to pay him as soon as I can.

20,297. Is there any agreement contracting out of the Agricultural Holdings Act?—There is an agreement handed in.

Lord *Kenyon.*

20,298. The clause is as follows:—"The "tenant on the determination of the tenancy "shall be entitled to compensation according to "the terms of this agreement only, and all "claims under any custom of the country shall "be deemed to be hereby barred, and the "tenant agrees to indemnify the sureties from "all losses and costs they may suffer as sureties, "and that they may take possession and become "tenants of the holding from the date of their "satisfying the landlord's claim. It is hereby "acknowledged and agreed between the parties "hereto that the tenant has expended in build-"ing on the holding the sum of 133*l.*, and shall "be entitled to a period of compensation of "21 years reckoned from the 13th November "1889, in respect thereof in full for all claims "for compensation, and shall make no claim "for carting."

Chairman.

20,298*a*. That is he signed an agreement contracting himself out of the benefits of the Agricultural Holdings Act, 1883?—No. The Agricultural Holdings Act, 1883, says you may make any particular agreement, if I read it aright, although it is a very complicated Act. It is not contracting out of the Act at all.

Mr. *Richard Jones.*

20,299. You have a scale of compensation in substitution?—Quite so. It is what is called a particular agreement under the Act, section 52. It is not contracting out of the Act at all.

Chairman.

20,300. Has the tenant a copy of the agreement?—He is to have one. I have not got any; they are out of print, as I told you yesterday.

20,301. Then he has no copy?—He has no copy.

20,302. Does he know the exact contents?—No doubt he does; they were explained to him in Welsh by himself.

20,303. That you are certain of?—I can swear to it.

20,304. Of course you could not give an opinion as to whether he declined to give evidence, being afraid of the consequences?—He is not more afraid of me than he is is of you, my Lord—not a bit; we are the greatest friends.

20,305. You are very good friends?—We are very good friends; we always were.

Mr. *Grove.*

20,306. When you say he understands the provisions of the agreement, you mean, I suppose, that he has to trust to his memory?—Oh, entirely.

20,307. For all that complicated agreement of 30 or 40 long clauses?—Yes, but he has been living under it for so many years.

Lord *Kenyon.*

20,308. With regard to this scale of 21 years, was that agreed to, by the tenant and yourself as fair?—Yes; but I should tell you this, though it is not down there, it is put down as some sort of security, but I have promised to pay him money down, 133*l.* long ago.

20,309. Has that been paid?—No, it has not been, but as soon as we can get an opportunity he will be paid,—next year, perhaps—but when he does get it, he will get it in full. I have a long list, and we must work the thing systematically. You cannot pay 10,000*l.* in one year. I want to spend 10,000*l.* in buildings, but you cannot do it in one year, and I must cut the coat according to the cloth.

Chairman.

20,310. This is a question by Mr. Ellis Jones Griffith: "Is it customary at rent dinners for "the agent to speak on politics to the tenants"?

Chairman—continued.

—It is not, but if the tenants speak about politics to the agent, it would be rude of him not to reply.

Chairman.

Now, I will call Mr. John Hughes, in order that he may say what he estimated the cost of the buildings at.

The witness withdrew.

Re-examined 20,328.

Mr. JOHN HUGHES recalled and further examined.

Chairman.

20,311. What do you estimate the cost of the buildings on Cae Crin Farm at, including the haulage?—I went there and I saw the bills, and I got the whole of the expenses from the wife. It came to 303*l.*

20,312. Those are the bills?—That is what I got—everything.

20,313. What do you include as the cost of the haulage?—I do not know.

20,314. As a practical man, at what is put the cost of the haulage on building a farm at the expense of 300*l.* for materials?—I cannot say offhand.

20,315. Would it be about 100*l.*?—I cannot say.

20,316. Your practical knowledge would not enable you to say?—No, I should not like to say. There is a difference in places.

20,317. Would you think 100*l.* an excessive price?—I cannot say indeed now.

Mr. *Grove.*

20,318. Where was the stone brought from with which the building was erected?—All the stones were got on the land.

20,319. On the land itself?—Yes.

20,320. What distance would the average be for collecting the stones, and bringing them to the building?—There was not more than a quarter of a mile.

Mr. *Grove*—continued.

20,321. Who would take them up and load them into the cart?—I suppose John Hughes, the tenant, did so.

Professor *Rhŷs.*

20,322. Were the stones got from a quarry on the farm, or were they gathered from the fields?—There is a quarry on the farm.

20,323. They were quarried on the farm?—Yes, as far as I know.

20,324. Are they included in the bills that you have handed in?—There were a number of old stones in the building, and most of the stones were got in that way.

Mr. *Griffiths.*

20,325. I am not sure whether the witness understood the question; was the hauling included in that 300*l.* odd?—I do not know, but I took the whole of the cost that was given me at the time.

20,326. You do not know whether the hauling was included or not?—No, I cannot say for certain, but I went there to get the bills.

20,327. Do you consider that you are fit to go and see the bills?—Yes, I do.

Mr. *Griffiths.*

Then you ought to know.

The witness withdrew.

Mr. THOMAS PRICHARD recalled and further examined.

Chairman.

20,328. What have you further to state?—Might I be allowed to say a word with regard to the gravel that was referred to. I forgot to put it down in the memorandum.

See 18,839, 18,926, 18,932–41, 20,006, 20,092, 27,956.

20,329. About the people who drew gravel for you?—Yes. It is very short, it is simply this, that there is a natural bank of gravel, inside of which is a tidal pool, and this bank keeps the sea from going up two different valleys for perhaps three-quarters of a mile, and if that bank of gravel were carried away those valleys must be flooded. At present, there is a swing flood gate keeping the water out, and lately there has been a practice of ships coming and carrying away loads of gravel, 50 tons at the time. If this bank is carried away it would flood the valleys. It was lowered once during the storm when the "Royal Charter" was wrecked, and the sea did break over this, and it was considered necessary to try and protect it. It was not for the value of the gravel, but for the land inside it up the valleys, and the

Chairman—continued.

question was tried simply not to prevent people exercising their proper rights, but to find out what those rights were. Mr. Owen Williams proved his case, not by custom of any manor, but by prescription belonging to that particular house, and that is what the county court judge's decision was. He said, as will be seen in the judgment that has been handed in, that it did not refer to any ship or house, except the one as to which it was proved. I and Lady Neave's agent simply wanted to free ourselves of responsibility in the matter, and we simply paid the costs. It was his own solicitor's fault if he had to pay any. That is all I know.

Chairman.

The Commissioners express a strong recommendation that agreements should in all cases be printed in Welsh, and copies given to the tenants, and that these copies should be invariably given in all cases when the agreements

Chairman—continued.

are signed. Will the interpreter state that also in the Welsh language.

[The interpreter made the announcement in Welsh as directed.]

The *Witness.*

May I ask one question, my Lord. I am sure that all the agents will very much like to do anything that you recommend, but if there is any dispute about the construction of the words, may something be put in, as there was, I believe, in the treaty in Siam the other day, that if there is any dispute the English copy is the legal one.

Chairman.

20,330. That we will consider in the report. We pledge ourselves to nothing?—I am simply asking you to kindly consider it if you will, because I know there have been great disputes with regard to the meaning of a little Welsh word.

Professor *Rhŷs.*

20,331. I do not think we have ruled against you?—No.

Chairman.

20,332. I simply say that we pledge ourselves to nothing?—I would not have the impertinence to ask you to pledge yourself, my Lord.

The witness withdrew.

Re-examined 21,257.

Mr. RICHARD HUGHES PRITCHARD called and examined.

Chairman.

20,333. I understand that the Llyslew case has been tried in a Court of law?—It has, my Lord.

20,334. We cannot go into the merits of the case, but is there anything in this statement that you wish to rebut?—In Mr. Owen's statement?

20,335. Yes?—A great deal.

20,336. Will you be kind enough to confine yourself, not to the general case, but to pointing out anything, that you say is incorrect in his statement. We do not mean to go into the merits of the case. The case has been decided?—I submit Mr. David Owen has gone into the merits of the case, and it would be perfectly impossible for me in replying to him to confine myself entirely simply to rebutting certain small portions of what he has said. He has introduced a vast amount of prejudice into this case. Besides making mis-statements, he has made statements which are partially true and partially untrue, and I claim on behalf of the trustees the right of replying generally, and of stating the case from their point of view. I do not wish your Lordship and the Commissioners to try the case, but I do ask that I should be permitted on behalf of the trustees to make a general statement, showing their position and the reasons which induced them to take proceedings against Mrs. Parry. Mr. David Owen has put this case before you as a case in which landlords have exercised the rights which the law gives them of entering into possession of tenant's improvements. Now it is perfectly obvious that a body of trustees like these gentlemen, to whom Mrs. Parry was a perfect stranger, could have absolutely no reason whatever for taking possession of her improvements. It was nothing to them, as they were merely trustees of a Charity, acting under the direct sanction and authority of the Charity Commissioners for Wales and they could have no interest.

20,337. Is there any interest alleged on their part?—Mr. David Owen alleged it directly. He said at the beginning of his evidence, "In order "to illustrate the present unsatisfactory state "of the law of landlord and tenant, I will refer

Chairman—continued.

"to a few cases where the landlords have taken "undoubted advantage of their powers, and "raised their rents on improvements executed "by their tenants, and thereby confiscated "property which ought to have belonged to the "tenant." Then he goes on to say, as an illustration of this alleged confiscation, that he will take the notorious case of Llyslew, and he proceeds thereupon to allege in general terms that the trustees of Llyslew have confiscated, of their capricious will, certain improvements.

20,338. He does not say in any way that it is illegal, or that they went beyond their powers, I understand. He only says what they did. I see, however, that he says this: "which "enables a landlord or his agent to single out "any tenant farmer for vengeance, and confis-"cate his property," and so on. That is very strong?—Quite so. I would like to call your attention now to this. I sent up a question, and I asked Mr. David Owen whether it was a fact that Mr. John Hughes, of Llyslew, was insolvent at the time of his death, and Mr. Owen said "No, certainly not." It was perfectly notorious all through the country that Mr. John Hughes had been for years in bad circumstances. After the Court rose last night I went through all the papers in this action, and I may say that I was at the office till something after midnight hunting up the papers, and I now produce a copy of an assignment made by Mrs. Catherine Parry for the benefit of creditors, and that assignment commences at the very beginning: "Whereas "John Hughes, late of Llyslew, in the county of "Anglesey, farmer, died on the 29th day of "December 1886 intestate and insolvent." Your Lordship will hardly believe it, but that document was prepared by Mr. David Owen himself, and issued out of his own office, and that is the sort of evidence which Mr. Owen has been tendering. (Mr. David Owen: No, no.) It is so. I can only say that it is signed among others in the presence of Mr. Arthur Griffith; he is one of the attesting witnesses, and so it must have been. If Mr. Owen did not prepare it, I apologise, but I took it for granted seeing Mr. Griffith's name at the end.

Chairman.

20,339. You must not make that statement. You have made a statement that it was prepared by Mr. David Owen, and as you have said it, leave it as it is, and we will call Mr. Owen to say whether it was or not?—I will put my statement in this form, that Mr. Owen prepared the assignment, and if he did not, I apologise.

20,340. You have said that he prepared it. We will ask whether he did or whether he did not. Please go on?—Will you allow me to point out at all events that it was executed in the presence of——

Chairman.

Never mind how it was executed. We will go into that afterwards. Please go on with the case.

Lord *Kenyon.*

Mr. Hughes was insolvent at any rate.

Chairman.

20,341. Mr. Hughes was insolvent. We have got as far as that?—Then I will admit at once that Mr. John Hughes did hold a lease, that is, he obtained a lease which was afterwards set aside. It was prepared under very peculiar circumstances. There was a slight difference of opinion between the trustees, but the majority of them undoubtedly signed a lease to him for 45 years.

20,342. It was illegal?—It was clearly illegal at the time. It was prepared not by the solicitor to the trustees, as Mr. David Owen alleged; it was prepared by Mr. Picton Jones, who was the private solicitor of the late Lord Newborough, who was the chairman of the trustees, and he was also acting on behalf of Mr. John Hughes. The illegality of the lease was pointed out. Correspondence took place between the trustees of the charity and the Charity Commissioners. There was a meeting between the late Lord Penrhyn and Mr. Picton Jones as to the lease, and Mr. Picton Jones then wrote a letter, of which I have a copy, to Lord Penrhyn, in which he sets out the circumstances. Lord Penrhyn was present at the meeting, although he executed the lease; it was sent to him by Mr. Picton Jones, and thinking it was all right he executed it The lease commenced, I may say, on the 25th of March, but the letter was dated the 15th March. On the 15th of March 1872, Mr. Picton Jones, after his interview with Lord Penrhyn, writes from London:—

"My Lord,

"Llyslew,

"Herewith I beg to send your Lordship the following herein, viz.:—

"1. Copy application to the trustees.

"2. Copy resolution from minutes.

"3. Copy of letter from Mr. Bulkeley Hughes to secretary of the trust.

"4. Copy section of Act of Parliament quoted.

"5. Counterpart lease as drawn by me, strictly in accordance with the instructions of the

Chairman—continued.

trustees, looked over, approved of by Lord Newborough.

"Your Lordship will please remember that I was not solicitor to the trust, but solicitor for the applicant, and although I did not expect it, I was asked to draw the lease in question.

"The only point upon which I was consulted was as to whether the trustees had the power to grant the lease, and the answer I gave to that was, that they could do so, for a reasonable term." He then explains how it was that he was not very conversant with trusts, and had not noticed that they could not grant this lease. He goes on: "But whatever has "happened (as I told your Lordship on the "platform yesterday) shall not be a source of "any trouble whatever to your Lordship, or to "the other trustees, as my client looks upon the "lease as entirely null and void." That was written on behalf of Mr. John Hughes; he says that, before the term of the lease actually commenced.

Now, I should like to point out another point, namely, that under the lease Mr. John Hughes covenanted to spend a further sum of 1,020*l.* The main things that he had done on this farm previous to that were draining and walling. It is rather difficult to tell at this distance of time—Mr. Hughes being dead—whether he did spend any more money in draining and walling after the signing of the lease; but there were some buildings that he covenanted to erect for 500*l.*, and a tank for containing manure for 20*l.*, which he certainly did not do. The inference is that Mr. John Hughes did not spend any more money than the money he had already expended without any consent on the part of the trustees, or any application to the trustees. When Mr. Hughes died, negotiations were at the time pending between the trustees of the charity and the Charity Commissioners for the sale of the farm. A question had arisen whether it was desirable to sell the farm or not, in the interests of the Charity, and it was therefore felt that this was a favourable opportunity, Mr. Hughes having died, for determining the tenancy, and Mrs. Parry was informed that the tenancy would probably have to come to an end. No question was raised by Mrs. Parry at the time about the lease; not a word was said about it, but she entered into an agreement with the trustees for a year's tenancy certain. She received notice to quit on the 12th of November 1887, and on the 19th of June 1888 she assigned all the stock and everything on the farm to Mr. Hugh Williams for the benefit of creditors—John Hughes having died in 1886.

20,343. Before we go further than that, I will ask you, did deputations of leading agriculturists, justices of the peace, and others, wait upon the different trustees to plead for her, and were leading farmers in the country prepared to guarantee the rent and the proper management of the farm. That is what Mr. David Owen said?—I cannot tell as to that. I believe that there were deputations, but I have no par-

Chairman—continued.

ticulars.—As solicitor, that would not come within the scope of my knowledge at all. I am not the agent.

20,344. You are not prepared to contradict that?—No. If Mr. Owen says so, I believe it is so. I believe that a deputation did wait—one deputation at all events. I have no knowledge of how many.

20,345. But you are not prepared to contradict the statement that the rent was guaranteed by leading farmers? — No, I do not know whether it was or not. There was a feeling among the trustees, I know, that Mrs. Parry, being a woman and a cripple, was not a desirable tenant. She was a cripple and also—although she had certainly been born at Llyslew—she had lived all her life, or nearly all her life, in Manchester, and was not a desirable tenant to have this farm, especially as Mr. Hughes's circumstances were bad.

20,346. I want to ask you one more question: how did it end?—It ended by a claim being put in on the 11th September 1888, for compensation by Mrs. Parry amounting to 2,614*l*. That claim the trustees were quite prepared to arbitrate upon, and on the 7th November 1888, in order that there might have been a proper valuation, the agent wrote to Mrs. Parry intimating to her that the trustees would allow her to remain for one year certain, which would bring her up to the 12th November 1889. That was done, there not being any idea of harshness, in order to enable Mrs. Parry to get rid of her stock to advantage, and so on, and on the 9th November 1888, Mrs. Parry wrote thanking the trustees for their kindness in the matter. Then on the 30th of November I prepared a tenancy agreement for a year certain, and sent it to Mrs. Parry, and the last clause in that tenancy agreement—Mrs. Parry was not, so far as I knew, at that time represented by anybody—distinctly stipulates that this agreement shall not prejudice any claim for permanent improvements which Mrs. Parry may have in respect either of herself or the late John Hughes. Mrs. Parry kept the agreement for some time, but I need not trouble you with that. On the 13th of February that agreement was returned to me signed and witnessed by Mr. Williams, of Gwydryn, who I believe has been referred to, and was one of her valuers. On the 25th of April the trustees appointed Mr. W. A. Dew, of Bangor, to value the improvements, and meet any valuer that Mrs. Parry might appoint. On the 11th of July 1889, Mrs. Parry appointed Mr. Hugh Williams as her referee, and Mr. Williams called upon me very frequently. I never could make out quite what he wanted, but he used to come to me and talk, and he used to call upon Mr. Dew, but we never could get him to appoint an umpire. Ultimately Mr. Hugh Williams refused to act, and he told me, in my own office, that his reason was that he did not feel that he was quite strong enough to meet Mr. Dew, Mr. Dew being a professional man, and he being only a farmer. On the 15th of October 1889 (you will observe the tenancy was then getting to an end), Mrs. Parry appointed Mr. Thomas Owen, of Penmynydd, a very well-known gentleman, who died shortly after. Mrs. Parry neglected altogether, and declined altogether, so far as I know—at all events she neglected—to appoint another referee. We have written to her repeatedly, asking her for the appointment of this referee, and Mr. Dew has written. Then some time in November, when the tenancy came to an end, Mrs. Parry wanted further time; she had not sold her stock, and had taken no steps whatever towards giving up possession as desired. I sent out a clerk offering to allow her to remain in for some little time longer in order that she might get rid of her stock, that is, if she would undertake to deliver up possession, and I sent a written form of undertaking for her to sign, but she declined to sign it. Then that naturally brought the matter to an issue. I had to take the instructions of the trustees, and I was instructed to proceed. Thereupon, before doing anything further, I wrote to Mrs. Parry on the 2nd December 1889, a letter which I should like to read to your Lordship, to show that her position was pointed out fully to her at the time. The letter is as follows: "Dear "Madam,—We have been instructed by the "trustees of Bottwnog School to take the "necessary steps to obtain possession of Llyslew "for the new tenant to whom they are bound." They had absolutely let the farm, and the man was in my office every market day for a year and a half, wanting to know when he could get possession. He was absolutely out of possession, and had his stock on his hands, and had absolutely to sell his stock in consequence of these delays. The letter continues: "We "regret your attitude in the matter, and we "must say we think you must be badly advised. "The trustees have always been willing to meet "your claim for permanent improvements in a "fair and friendly spirit as their instructions to "their referee would prove. We must, how-"ever, point out to you that a wrongful holding "over, which yours clearly is, may, according "to a recent decision, entirely deprive you of "any claim whatever." A case had been tried recently, and that was what I alluded to there, in the county court, in which it was held that a tenant wrongfully holding over had ceased to be a tenant, and therefore had no claim under the Agricultural Holdings Act at all, and that is what I meant to point out to her. "We "venture to hope that you may reconsider the "matter. If, however, you do not see your "way to do this, perhaps you will be good "enough to refer us to your solicitors, and "instruct them to accept service of process." Then, of course, the writ was issued, and delay was again the order. In reply to that writ I received a letter from Messrs. Cemlyn Jones and Thomas, of Bangor, stating that Mrs. Parry had consulted them, and asking for a few days to consider her position. In reply to that I wrote: "Dear Sirs,—We are glad that Mrs. Parry," &c. [*the witness read the letter*]. We did not press the action unduly, in fact it did not come on

Chairman—continued.

for trial, although the writ was issued on the 24th February 1890 until April 1891, so that your Lordship will see there was no undue haste. Mrs. Parry meanwhile remained in possession. We had an immense number of witnesses, as Mr. Owen stated, but perhaps I need not go into that. Ultimately possession was received.

Chairman.

20,347. How was possession received—by an action of ejectment?—By an action of ejectment. We failed entirely to get Mrs. Parry out. She refused to go, and at one time I was informed that resistance would be threatened, and the whole place barricaded.

20,348. Was Mrs. Parry removed from the farm by an action of ejectment?—Undoubtedly, and judgment was recovered.

20,349. And was she placed on a stool in the middle of the high road?—I have no idea. I simply handed the writ to the under sheriff to do his duty.

20,350. Have you any idea what happened at the time?—I was not present, and I know nothing about that. I handed the writ to the sheriff, and possession was delivered in due course. I believe the under sheriff is in Court.

20,351. Mr. David Owen says: "With the "assistance of the sheriff of the county, the "only sister of the man who had spent all his "substance in improving the farm was evicted "and placed on a stool in the middle of the high "road, a cripple and homeless"?—That is not a fair way of putting it. The gentleman did not spend all his substance in improving the farm at all. He had lost his money, undoubtedly, mainly by taking lands at high prices. For instance he took the Castle Meadow at Beaumaris at a rental of 6*l.* an acre, which was ridiculous, and it was notorious that he lost money over that. He also started sales of fat stock at Menai Bridge, and lost money there. It was notorious in the country.

20,352. What compensation was paid to Mrs. Parry?—None whatever was paid, but as I pointed out, it had been decided in a court of law to the effect that she having held over wrongfully, could claim nothing. The trustees could not, even with the consent of the Charity Commissioners, I take it, allow her anything—it would be an illegal claim—although a private owner might do it.

20,353. According to the present law the trustees and the Charity Commissioners were unable to give Mrs. Parry anything for the money that had been spent on the farm?—Certainly, in my opinion.

20,354. Under those circumstances there was an action for ejectment, which was acted upon by the sheriff, and she was evicted from the farm, and she received no compensation whatever?—No; having wrongfully held over, I do not think she could.

20,355. That is according to the law of the land?—In my opinion; of course I may be wrong. It was only a county court decision,

Chairman—continued.

the County Court Judge might be over-ruled, of course.

Lord *Kenyon.*

20,356. What was Mr. Dew's valuation?—Mr. Dew's valuation for the purposes of the trial was 850*l.* I may say that was corroborated by several other competent gentlemen. They varied a little, but Mr. John Pritchard, another auctioneer, valued at about Mr. Dew's figures. Mr. Gardner, Mr. William Brocklebank, and Mr. W. E. Jones, county surveyor, and Mr. Thomas Roberts, of Aber, who are large tenant farmers, and who went over the thing carefully, have valued at about the same figures.

20,357. If Mrs. Parry had had her own valuer and had come to terms, she would have had 850*l.* at least?—Undoubtedly, but as against that, I must point out that the costs of the action were taxed at 800*l.*—the solicitor's and witnesses costs and so on, were absolutely taxed as between solicitor and client.

20,358. If she had acted in the usual way and submitted to arbitration, she would have had that?—She would have had it; and if Mrs. Parry had been well advised, and not got into resistance, she would undoubtedly have received the benefit of the money. I would further point out that, according to Mr. David Owen's own statement, the creditors, managing the farm by a committee, actually made a profit in one year of 700*l.*, so that in taking the figures, estimating that 18 years before Mr. John Hughes had spent, as he alleged he had spent, 1,600*l.* odd, he could not, having held the farm over 18 years, if the farm was capable of making a profit of 700*l.* a year, have spent all his substance in Llyslew. One further remark I should like to make, if I am not detaining the Commission, and that is that I say the trustees were very anxious, during the whole of this time, to meet Mrs. Parry in any fair way; but during the whole time that the matter was pending, there were the most violent and abusive articles appearing in certain portions of the Welsh and English press in the Principality, abusing the trustees as thieves and robbers, and so on, and I cannot help thinking that if those articles had not been published, it would have been probably more easy to arrive at an amicable conclusion.

20,359. I should like to ask you a question upon that, because these gentlemen are of the highest honour among people that I know; do you mean to say that on account of these unfair attacks that were made in the papers, these honourable gentlemen acted in that way?—No.

20,360. Then what do you mean?—What I mean to say is this, that I cannot help thinking that they produced an effect upon Mrs. Parry in inciting her.

20,361. I beg your pardon; you said they had an effect upon the trustees, as I understood you Will the shorthand writer read the answer with regard to that? (*The evidence was read.*)—What I meant to say was that I thought these local papers had an effect upon Mrs. Parry's

Lord *Kenyon*—continued.

advisers in encouraging them not to give up possession, when they were clearly and legally bound to do so.

20,362. That is the interpretation you put upon that?—That is what I mean.

Mr. *Grove.*

20,363. I suppose some of these trustees may be called resident, and some non-resident?—You see the farm is in Anglesey, while the charity is at Bottwnog, near Pwllheli. Several of the trustees reside down there.

20,364. In your letter to Mrs. Parry, you said that you had received the instructions of the trustees to act?—Yes.

20,365. By what means were the trustees called together; and did they meet and consider this question in all its bearings?—No doubt. I think they had a meeting at Carnarvon, before I was instructed.

20,366. So far as you know, the full circumstances of the case would be laid before the trustees before they would give those instructions?—Undoubtedly.

Lord *Kenyon.*

20,367. It is a grammar school trust?—Yes, it is a grammar school trust.

Chairman.

20,368. The following questions are by Mr. Vincent: "You do not deny, of course, that if Mrs. Parry had not refused to give up possession she could have been compensated by the trustees?"—No doubt. We were prepared, and we actually appointed Mr. Dew to value the improvements. That was the intention of the appointment. They were appointed in writing. Mr. Dew was appointed by the trustees; and then Mr. Williams was appointed first, and afterwards Mr. Thomas Owen, by Mrs. Parry, but we could never get a referee appointed.

20,369. "May I take it that you refer the "misfortunes of Mrs. Parry principally to the "fact that she was misled as to her rights?"—Undoubtedly.

20,370. "In other words, was she advised "that she was entitled to retain possession?"—Of course I cannot tell what she was advised, but I presume she must have been so advised, or she would have given up possession.

20,371. Did the Court decide that she was not so entitled?—Yes, and I should like to explain with regard to that, as I say the costs came to about 800*l.*, and there was 100*l.* rent awarded by the judge. We have never received the 100*l.* and never applied for it, and we have never received any costs. So that the charity loses to the extent of about 900*l.*

20,372. "Did she, as usual, have to pay for the mistake made by her advisers?" Is that "legal" advisers, Mr. Vincent?—[Mr. *Vincent*: I do not like to put it too definitely.] "Did "she, as usual, have to pay for the mistake "made by her advisers?"—Undoubtedly. I take it so; that is my view of it. If she had been differently advised she would have got compensation.

Chairman—continued.

20,373. The following questions are by Mr. Ellis Jones Griffith:—"Have the trustees refused "to remit to Mrs. Parry the income tax from "1887 to 1891?"—I do not know whether they have ever been applied to for it. I have never been applied to for it.

20,374. "Have the trustees ever offered any "compensation to Mrs. Parry?"—No, they have not. As I say, I am very doubtful whether the trustees have power to offer any compensation. They certainly could not offer her anything, without the consent of the Commissioners.

20,375. "You have referred to the insolvency "of John Hughes. You now state that his "estate was entitled to 850*l.* for compensation. "If this 850*l.* were added to John Hughes' "estate, do you say he would have died insolvent?"—From what I can imagine, I think he would have. I was talking to one of his creditors—a large creditor, I believe—yesterday, and he informed me that at the time the committee, of whom he was one, took possession of the farm and worked it, he did not consider Mr. Hughes' estate would have paid 5*s.* in the pound. They paid a dividend, after working the farm, of 18*s.*, and I doubt whether the 850*l.* would have made up the difference.

20,376. So that he would have have died insolvent, if he had had that 850*l.*?—Clearly, to my mind. I have not got the figures, of course as I was not a creditor.

20,377. "Did you and the agent call at "Llyslew to see Mrs. Parry?"—Yes, we did.

20,378. "On one such occasion did you tell "Mrs. Parry that if she signed the yearly "agreement she would enhance her chance of "having the first opportunity of getting the "farm permanently?"—No, I think not.

20,379. Did you have any such conversation?—I think not. If Mrs. Parry says that the agent says so, I will not say that he did not. I would certainly not have said so myself, because I was merely the solicitor, and most of the trustees were not personally very well known to me.

20,380. "Can you give the exact date when "you let the farm to the present tenant?"—No, that would be done through the agent, and not through me.

20,381. "Can you give the exact date when you informed Mrs. Parry that the farm had been let to another tenant?"—I do not imagine that I informed her at all. I expect that was done by the agent.

20,382. You think that was done by the agent?—I do not think it would be done through me, because the first thing I would have to do, would be to serve her with notice to quit.

20,383. "Who offered arbitration to Mrs. Parry?"—I do not know that anybody offered arbitration to her. It was arranged between her and the agent, in some way or other, that there should be arbitration, and the arbitrators were appointed. On the 26th April 1889 I wrote to her: "Dear Madam,—We beg to send you a "formal appointment of Mr. Hugh Williams

Chairman—continued.

" for signature by you as requested by Mr. R. " O. Jones Pwllheli." He is the agent; so that I presume, at some time prior to that date, Mr. Jones and Mrs. Parry had mutually arranged to arbitrate, and that she had nominated Mr. Williams.

20,384. " When did she refuse arbitration ?" —I do yot know that she ever did definitely refuse. She simply did not, or would not, nominate an arbitrator. She neglected to.

Lord *Kenyon.*

20,385. Did she not nominate two, and one refused, and the other died and then she never nominated another ? — She never nominated another.

Chairman.

20,386. The following question is by Mr. David Owen: " Mr. Pritchard stated that the " agreement was signed by Mrs. Parry on the " 11th February 1889. He also stated that the " new tenant was in and out of his office for a " year and a half asking for possession. Are " we to understand that John Evans had taken " the farm when Mrs. Parry signed the agree- " ment ? "—No, I take it not—clearly not.

Mr. *Grove.*

20,387. I think you said that it is very doubtful whether the trustees had legal power to give this compensation to Mrs. Parry ?—It was held so by the County Court Judge for this district. There was an action tried between, I think, Lady Reade and a gentleman called Turner.

20,388. You also said that they certainly could not do it without the consent of the Charity Commissioners ?—Obviously.

20,389. Was that consent ever asked for ?—I do not think Mrs. Parry made any application to the trustees about it after the action.

Chairman.

20,390. There is one more question which I want to be perfectly sure about; all the compensation was 850*l.*, was it not ?—According to our valuers.

20,391. According to your valuation ?—Yes, and they were instructed to value liberally. Those were my instructions to them.

20,392. 850*l.* was the amount to be given to this lady ?—Yes.

20,393. The legal expenses came to 800*l.* ?— They came to 800*l.*—within a little of 800*l.*

20,394. The legal expenses to settle that important business came to 800*l.* ?—Yes.

Lord *Kenyon.*

20,395. Not of the arbitration, surely ?—No, that was for the whole of the action, everything connected with the action—the whole bill of costs.

20,396. That would be quite subsequent to the valuation, surely ?—The valuation was never made. Which valuation do you mean ?

Lord *Kenyon*—continued.

20,397. Those legal expenses would never have occurred had she accepted Mr. Dew's valuation ?—No, clearly not.

20,398. It is quite understood that the expenses of this case were 800*l.*—the lawyer's expenses ?—And the witnesses and counsel and everything came to 800*l.* My part of those expenses was——

20,399. One moment; and the widow had to pay that 800*l.*, she was responsible for the 800*l.* ? —No, my Lord, she would not be responsible for the whole of it, because those were costs to the trustees. Of course, as you know, there are two methods of taxing; there is taxing between party and party, and there is taxing between solicitor and client. Those are the actual costs incurred by the trustees as between solicitor and client. A good deal would have been taxed off, as between party and party.

20,400. What was she practically responsible for ?—Those costs have never been taxed.

20,401. But without being taxed, what were the costs sent in by the lawyers upon that transaction ?—I could not tell you until they are taxed.

20,402. But you said the costs are 800*l.* Is that so or not ?—That is so.

20,403. And she would have been responsible for those costs ?—No. I will explain it if I can. The costs were taxed by direction of the Charity Commissioners as between the trustees and myself as representing the witnesses and counsel and all, and they were taxed as against the trustees—as against the Charity—at 800*l.*, which was the amount they had to pay. But suppose the costs had been sent in as against Mrs. Parry, a different principle would have been applied; Mr. Parry's solicitor would have appeared, and undoubtedly a large proportion of the costs would have been struck off against Mrs. Parry, and she would not have been responsible for so much. But the costs have never been taxed against Mrs. Parry, because we felt it was hopeless to tax them, and the cost of doing that would have been simply thrown away.

20,404. Then somebody has paid that 800*l.* ? —Well, it has not all been paid yet, but some of it has been paid.

20,405. That is all the Commissioners wanted to know; there was 800*l.* to pay and 100*l.* for rent ?—Yes.

20,406. That is quite enough. The following question is handed in by Mr. David Owen: " What about the manure, seeding, ploughing " and hay valued at over 300*l.*" ?—That was kept by the trustees. The trustees had that. It was not over 300*l.* It was 250*l.*; Mr. Owen is wrong.

20,407. It was 250*l.*, you say ?—Yes, it was 250*l.*

20,408. Then the trustees had that as well ?— Yes, the trustees had that from the incoming tenant.

Mr. *Griffiths.*

20,409. Did the incoming tenant pay 250*l.* for that manure ?—For the tillages. I do not

Mr. *Griffiths*—continued.

know what was included in the valuation. It was valued by Mr. Dew, and he valued the ordinary tillages, and so on.

20,410. The incoming tenant paid for it?—The incoming tenant paid for it.

20,411. Did this man really take that?—I do not know what he took. He sent me a cheque for 250*l.*

Professor *Rhŷs.*

20,412. Would that be included in the 850*l.*?—Oh, no. That would be outside it.

Mr. *Griffith.*

20,413. Is it not a fact that Mrs. Parry offered the same rent of 220*l.* for this farm as the present tenant pays?—I believe Mrs. Parry was willing to take the farm at that rent, but the trustees were of opinion that Mrs. Parry was not sufficiently capable to manage the farm—that she was not a desirable tenant.

20,414. Had Mrs. Parry a son-in-law?—She had not at that time. Her daughter was not married until some time after, I believe. Certainly Miss Parry was unmarried every time I was at the farm. I was there, I think, twice, and she was unmarried then.

Chairman.

20,415. The following questions are handed in by Mr. Vincent: "Did the 18 months you "spoke of consist partly of the period of the "litigation?"—Yes, it would be so.

20,416. "How long after the agreement was "signed, was the writ issued?"—The agreement was signed on the 12th of February 1889 for a year certain, to terminate on the 12th of November of that year. The tenancy expired in November 1889, and the writ was issued on the 24th of February 1890, three months and a half after the date of the expiration.

20,417. The following questions are handed in by Mr. Ellis Jones Griffith: "Did Mr. Gardner, "one of your valuers, value the improvements "at 1,200*l.*?"—Mr. Gardner's valuation—he was here yesterday——

20,418. Was it 800*l.* or 1,200*l.*?—I think his valuation was about 860*l.* I had his valuation here yesterday, but unfortunately I lent it to him and he has got it in his pocket, I suppose. He could have substantiated his valuation.

Chairman—continued.

20,419. "Have you settled your accounts with "Mrs. Parry?" Has there been any settlement?—I have no accounts to settle with her. I should like to explain that. The trustees are entitled, and have been, I take it, ever since the termination of the trial, to tax their costs and proceed against Mrs. Parry for those costs. I take it that against those they would have to set in common fairness the 250*l.* that they received for the tillages, but the costs as taxed would undoubtedly far exceed 250*l.* There is no doubt about that.

Professor *Rhŷs.*

20,420. The costs then would be 300*l.*, would they not; 850*l.* and 250*l.* make 1,100*l.* Then suppose you put 800*l.* against it, that would leave 300*l.* There is the rent not received, I understand?—Yes.

20,421. Then that leaves 200*l.*?—Yes. Then, as I said before, I doubt whether the trustees have any power to allow that valuation, Mrs. Parry having held over.

20,422. What I was going to say is this: Practically the trustees have got 200*l.* to their credit?—Yes.

20,423. They have not lost on the whole transaction?—Well, they have to raise the money on mortgage. I suppose it is to be put in that way.

Chairman.

20,424. "Does she know the amount of legal "expenses incurred in the law suit?"—No, I do not know that she does.

20,425. You cannot say?—No.

20,426. "Have you communicated with her "to this day?"—I have nothing to communicate, my Lord; I am sure that if Mrs. Parry applied to the trustees even now, they would be quite willing to do anything they could, with the consent of the Charity Commissioners. But I do not think they can do anything without the consent of the Charity Commissioners.

The witness withdrew.

Mr. GRIFFITH JONES ROBERTS called and examined.

Chairman.

See 19,304. 20,427. Are you the landlord referred to in the evidence given by Mr. John Williams on Tuesday last?—I am.

20,428. Mr. John Williams said: "The land-"lord positively declined to grant any reduc-"tion, and I gave notice that I would therefore "quit the farm. In a few months afterwards "the landlord let the farm to another tenant at "50*l.* a year less than I paid. He asked from "me 10*l.* compensation, as he said I was leaving "the farm in a bad condition. My neighbours "will testify that I greatly improved the hold-"ing." Is that what you wish to speak of?—It is.

Chairman—continued.

20,429. Will you read your statement?—"Re-"butting evidence to the statements made by "John Williams, Trergofisa, at Llangefni, "October 10th 1893, respecting Cromlech, a "farm of about 160 acres. He quite misled "the Commission by stating without any quali-"fication that the farm was bought by me for "1,600*l.* The facts are, that I bought the "reversionary interest in the farm from the "lady next in title, with possession of the farm. "The one who had the life interest in the farm "was only 40 years of age, and apparently in "good health. This explains the low figure at "which I bought the reversion, which was not

Chairman—continued.

" 1,600*l.*, but 1,700*l.* The market value of the " freehold at the time would be about 5,000*l.* " As to refusing to reduce his rent, the reason " was that he was not a practical farmer, having " spent the greater portion of his life as a shop- " keeper, and had made no secret of his in- " tention of giving up the farm, and that he " intended building a house and shop and " carrying on business as flour dealer, &c. in the " neighbourhood, which he did, when he asked " for a reduction, which he said must be a sub- " stantial one, otherwise he would give up the " farm, and keep a shop. Ten pounds may " have been asked towards dilapidations, as the " farm had been much neglected, but I have no " recollection of having claimed this "—in fact, I paid it myself. " If he had been a good " tenant, and had understood his business as a " farmer, I should have granted the same " reduction to him as I did to the present tenant, " which was a permanent reduction of 20*l.* a " year. I spent 150*l.* in draining, walling, &c., " during the first three years, without charging " interest on the outlay, and I have given " liberal abatements during bad years besides. " I am almost sure I never got any application " for improvements, for, being a practical farmer, " I could not see any, but quite the reverse. He " never presented me with any list of the " kind." I think it is necessary to say that I wrote that evidence from memory yesterday. After going home I came across a list which he sent in for compensation for fixtures, which amounted to 14*l.* 19*s.* 0*d.* I hand in that list also. That is in the tenant's handwriting:—

" Fixtures left at Cromlech.

	£	*s.*	*d.*
Two cupboards in the kitchen -	2	10	0
Out kitchen, blaten, &c. -	1	10	0
Boiler - - - -	0	15	0
Outbuildings: boiler - -	0	15	0
Calves' 'resel' and manger -	1	2	6
Shed next to garden - -	1	2	6
Midden - - -	0	15	0
Other - - - -	0	5	0
Stallion stable, vessel, and manger - - -	0	10	0
Cow ties and iron at 3*s.* -	1	7	0
Hen house - - -	3	0	0
	£13	12	0
In the barn - - -	0	15	0
Screen in the kitchen -	0	12	0
	£14	19	0

20,430. That was paid?—That was paid, I believe by the incoming tenant. The 10*l.* dilapidation, that is for repairs, I paid myself to the incoming tenant, towards putting the roof of the buildings in proper repair.

20,431. Was this 14*l.* 19*s.* 0*d.* paid by yourself or by the incoming tenant?—That was paid by the incoming tenant, but I refunded him afterwards 10*l.*

20,432. Mr. John Williams says the reduction on the farm was 50*l.*, to the new tenant; you say it was 20*l.*?—What he said in his evidence, which amounts to the same thing, was this. He said 50*l.* was reduced for five years——

Chairman—continued.

20,433. He says, "A few months afterwards " the landlord let the farm to another tenant at " 50*l.* a year less than I paid." Is that so or not?—50*l.* a year less than what he paid; it was so; but 20*l.* was the reduction in the rent; the remainder was paid every year towards drainage. If you will allow me I will read from my diary the letting. This was on September 30th, 1879, when I let Cromlech to the present tenant: " Went to Cromlech; let " the farm to Henry Williams for 150*l.*;" the former rent that he had always paid was 170*l.*

20,434. That is 20*l.* a year less?—20*l.* a year less; " and 30*l.* a year extra for five years " towards draining, and walling, and other " things. I also paid 10*l.* for repairing the " buildings."

20,435. Then he might have misunderstood that. It was 20*l.* and 30*l.* making 50*l.*?—Yes, it would come to the same thing.

20,436. It would come to 50*l.* a year less?—Yes; but the reduction in the rent of the farms was 20*l.* a year; the remainder was granted for draining and walling done by the tenant.

20,437. The tenant had to spend 30*l.* a year on draining, walling, and so on?—Yes. I should also refer to my diary, when I first went over to Cromlech after it came into my possession; that was on January 19th, 1877:— " Walked over the farm of Cromlech and from " Cebberdd; promised Mr. Williams, Cromlech" (that is the tenant there at that time) " that if " he would raise the stones, and cart them, I " would pay for the making of the walls, and " also allow pipes for draining if he would raise " stones and cart them "——

20,438. I am sorry to interrupt you, but I think we quite understand that. He thought that 30*l.* and 20*l.* made up the reduction in the rent; you say it did not. It was 20*l.* reduction only?—Yes. I have also told you that it was a reversion. I would just like to read these few notes——

20,439. What does this rebut?—He makes you believe that it was 1,600*l.* for the farm. " Bought Cromlech October 1871: came to my " possession in 1876, John Williams, the late " tenant, having been there since 1865, ten " years before I came into possession. He " became my tenant April 1876. The rent at " the same time was 170*l.* as he paid before. " He gave me notice that he was giving up the " farm May 1879." As for having spent money in improvements, he never showed it to me, and I never was able to perceive it. All that he handed in, was the paper which I have handed to you, amounting to 14*l.* 19*s.* 0*d.*

20,440. Do you rebut that? Do you say that he never put up anything of the sort?—I do, never.

20,441. That there was no erection of new walls and putting others in order?—No. He has never sent me in any statement, nor did I ever understand it; and if he did I think it must have been a long time before I ever became purchaser.

Chairman—continued.

20,442. "Three sites and an outhouse;" are you aware whether he ever erected those?—No, I am not aware.

20,443. Do you know whether he spent 30*l.* in repairs to the house?—I cannot say. He did not send me in a claim for anything of the kind.

20,444. There are two questions I must trouble you with. The first is by Mr. O. H. Foulkes: "Is it true that you, as agent of a "landed estate, are instructed not to let farms "to Liberals or Nonconformists?"—That I am not to let them?

20,445. That you have instructions not to let them to Liberals or Nonconformists?—No, I have never had instructions of the kind.

20,446. Then a question by Mr. W. H. Jones: "Were you one of the deputation who waited "upon the Bishop of Bangor in order to urge "the claims of Mrs. Parry for the tenancy of "Llyslew?"—I was.

The witness withdrew.

Mr. John Williams recalled and further examined through an interpreter.

Chairman.

20,447. Have you anything to say?—Yes, if you please, my Lord. It was some years after I left the farm that I thought of commencing business at all.

20,448. It was some years after you left the farm that you thought of going into business?—Yes. The improvements that I made on the farm are to be seen there to-day. I have plenty of witnesses here. The walls and the buildings are to be seen.

20,449. Did you send in any request to be paid for these improvements?—I told him that I ought to be paid, but I did not send him an account. I was in his room for two hours and twenty minutes discussing the matter with him, and asking him to make a reduction; and as I was losing money I told him that I would have to give him notice. I have many witnesses to prove that I have considerably improved the farm.

Chairman—continued.

20,450. A question is sent up by Mr. Griffith Roberts: "Was it not known before you asked "for a reduction, that you were for building a "shop on your own property, and going there to keep it?"—I did not build a shop at all, and never thought of doing so.

20,451. A warehouse?—There was no warehouse either; but I went into the flour business four years after that.

The witness withdrew.

Mr. Samuel Roberts called and examined through an interpreter.

Chairman.

20,452. This is your evidence translated to you by Professor Rhŷs, and it is correct?—Yes.

[The following statement of the witness was read]:—

"I live at the Factory, Cefncoch, and am a tenant on the estate of the Rev. J. Williams-Meyrick, rector of Beaumaris.

"I have heard complaints by several tenants that their rents are too high, especially during the present period of agricultural depression. Some of the tenants of the above-mentioned estate pay 1*l.* an acre for the land, and none of us ever had any reduction or abatement during the present depression. We are all subject to six months' notice to quit. There is also much inequality in the rents. The land is not valued on proper basis, and the landlord, so far as I know, does not allow anything towards the cost of building, draining, or fencing.

"I hold 27½ acres, for which I pay 57*l.* rent, which I consider oppressive and unjust. I have appealed several times for a reduction, but to no purpose. I made an application about two or three years ago for an abatement, but the landlord positively declined. My father and myself have spent at least 1,500*l.* in building, walling, and draining since my father first became tenant. About 150*l.* was spent in draining and fencing, and that at the expense of the tenant

Chairman—continued.

without any compensation. The business at the factory"——

20,453. What factory do you mean?—The factory at Pandy Cefncoch.

20,454. Are you a miller as well?—No.

20,455. A clothmaker as well as a farmer?—Yes, both.

[Statement continued]:—

"The business at the factory was much better 40 or 50 years ago than at present, and possibly the landlord took advantage of the business to raise the rent. My father paid 56*l.* rent, and I pay 57*l.* I consider that the place would have been dear at 40*l.* It was the tenant also who bought the machinery at his own expense.

"As an instance of the inequality in the rents on the estate, I may mention that a farm adjoining mine, and consisting of about 27½ acres, is let at 18*l.*, while I pay 57*l.* for the same acreage.

"There has been no reduction made to any of the tenants on the estate during the last 50 years; but the rents have been raised in several instances. The tithes and local rates are all paid by the tenants.

"The only remedy, in my opinion, to prevent the oppression and injustice of landlordism in Wales, is to have a Land Court, to deal justly towards both landlords and tenants.

Chairman—continued.

"The estate was re-valued in the year 1876, before the present landlord came into possession. When retaking the farm my rent was raised to 60*l.*, which sum included 3*l.* annually for water trespass. There was an old mill on the holding at the time, and the above-mentioned sum included the rent of that as well. In about four years all the machinery from the mill was removed to another mill on the Bodorgan estate, but my rent remained the same until about a month ago, when I was promised by my landlord to be in future allowed the 3*l.* trespass, and he also at the same time promised to take my rent into consideration."

Mr. *Richard Jones.*

20,456. Do you consider the quality of the land on that farm, which is 18*l.*, the same as the other farm—the farm which you occupy?—It is just the same quality of land.

20,457. Is there any difference in the buildings?—Well, we have more buildings, because we have a spinning machine and carding engines, and some other implements for weaving, and require small buildings for them on the land.

20,458. Who erected those buildings?—My father.

20,459. Your father entirely?—Yes, entirely, without any compensation.

Mr. *Griffiths.*

20,460. What was the rent when your father took this place?—I cannot say exactly. The place was 10*l.* rent when he came to live there, but there was only seven acres of land attached to the pandy then.

20,461. What was the rent when you first took it?—56*l.*, and it was raised 1*l.*

20,462. How much is the rent now?—57*l.* now, and 3*l.* the water trespass, which Mr. Meyrick promised to allow in future.

20,463. You put up the machinery at your own expense?—Yes.

20,464. Why do you wish to have a Land Court?—Because it would be much better for both to have fair play.

20,465. Will not your landlord reason with you now. Can you not come to better terms with him?—I tried to come to better terms, but he would not promise anything. He told me he would take the case into consideration, but I am afraid it will be under consideration for ever.

20,466. You want to appeal to somebody else who will decide the question between you?—Yes, I do. I offered to meet him with a man to re-value the place.

20,467. What did he say?—He turned back; he would not take it.

20,468. You want the law so altered that you can appeal?—I want a fair rent that is all—40*l.*

Lord *Kenyon.*

20,469. Tell me about your pandy. You say it does not answer so well as it did?—Not half so well, or one-fifth so well.

Lord *Kenyon*—continued.

20,470. What is the reason?—English goods come into the country.

20,471. You make as good cloth as heretofore?—Perhaps we do, but that is the fact of it.

20,472. Do you not think if you could get it advertised, you could sell it in England?—No, we could not do that. Englishmen can make them cheaper than us.

20,473. Well, I do not know that?—That is so; the trade is on a much larger and better scale there.

20,474. I am very fond of Welsh cloth and I use a deal of it—I am using it now, and I think it is a great pity you cannot push the old pandies?—The place is too high, no doubt.

20,475. Do you pay rent for the pandy as well?—Yes, I pay rent for the pandy as well.

20,476. Is it included?—Yes; 27 acres of land and the pandy.

20,477. Did you put up the machinery in the pandy?—Yes.

20,478. Are you under a six months' notice or a year's notice?—Six months' notice, although the law granted at the time, one year's notice.

20,479. Supposing you were to get a notice to quit, would you get any compensation for your improvements in the pandy?—I cannot say that, but I ought to get it.

20,480. Has there been a pandy there for some time?—Yes; 200 or 300 years—the pandy itself, not a factory.

Mr. *Griffiths.*

20,481. You say that the rent was advanced when the factory paid well?—That is so.

20,482. Did you employ any men?—We employed then about six or seven men, about 40 years ago.

20,483. Is there any difference between the wages you pay now and what you paid then?—The wages are more at present.

20,484. How much more?—They are one-fourth more.

20,485. You want a reduction on account of that?—Well, it is fair that we should get it.

Chairman.

20,486. This is a question by Mr. Vincent: "Can you give an idea of the acreage of the Rev. Williams-Meyrick's estate?"—Really I cannot do that, not exactly.

20,487. "Is he a considerable landowner?"—Perhaps he owns about 500 or 600 acres—I should think so, but I cannot say exactly.

20,488. I ask you this myself. Is the Rev. Williams-Meyrick a Nonconformist?—No; he is a parson of the Church of England.

20,489. He is the rector of the parish?—The rector of the parish.

Lord *Kenyon.*

20,490. In your parish?—In Beaumaris.

The witness withdrew.

Adjourned for a short time.

Mr. OWEN WILLIAMS called and examined.

Chairman.

20,491. Are you a tenant farmer?—I am.

20,492. Who is your landlord?—The vicar of Llanfflewyn; it belongs to the vicarage.

Sir *John Llewelyn.*

20,493. Is it glebe land or farm land?—It is glebe land.

Chairman.

20,494. Will you kindly tell us what you wish to say?—I am a farmer living at Tynybuarth, Llanfflewyn, and so were my parents before me. In May 1874 I married Jane Roberts, Ty Mawr, Llangwyllog, who was niece
1,788 and executrix to the late tenant, Thomas Parry, and I went there to live. Her family and mine had occupied the place for many years, and the land was in splendid condition. Improvements, including walling, draining, and manuring had been made by Thomas Parry and his father before him. We had plenty of capital and to spare, to manage the farm. Before the 13th of May we received notice to quit on the 13th of November following. I had an interview with the agent subsequently, who told me he was sorry I had to leave, but that it was not his fault, and that we would be his and Sir Richard's tenants, if they had their own way; but that Sir Richard's son (Captain Bulkeley) was against me, and that he understood I had been somewhat prominent in opposing his candidature at the past election, and in supporting his opponent. I replied that I had, and that Sir Richard himself had given his tenants and the country to understand that he was against his son (Captain Bulkeley) coming forward to oppose Mr. Richard Davies. I asked whether there was anything else against me, when he replied that there was nothing, and that if I applied I should have the first offer for any other farm that might become vacant on the estate. He also mentioned one farm that would probably become vacant soon.

20,495. Is that the same year as the year you were married, 1874?—It was the same year. When I replied that if I was going to lose Ty Mawr, which had been the home of the family for so long, and that on account of my political opinions, that I would never apply for any farm on the estate. He said he was very sorry, but that Ty Mawr had been let to another person. The father of the new tenant of Ty Mawr had strongly supported the candidature of Captain Bulkeley at the election, while I had done the reverse, and this was the only reason why I lost the farm. Of course the agent took care that no one should hear the above conversation. This is but an instance of one who was made a political martyr in our country.

20,496. Can you tell us this; did Captain Bulkeley ever come forward as candidate for the county?—He did.

20,497. He was before the electors?—Yes, the year I married and went there.

20,498. In 1874 Captain Bulkeley, the late Sir Richard Bulkeley, was a candidate?—Captain Bulkeley was the father of the present Sir Richard.

20,499. He came forward as a candidate before the electors?—He did.

Chairman—continued.

20,500. Then will you continue?—I now live on glebe land called Tyn y buarth. The farm consists of 50 acres, but it is in the tithe map and in the parish books put down at 2 acres more. The rent of the farm in my grandfather's time was only 20*l.*, and it was too high for him to be able to live on the place. My father, who had been apprenticed to a saddler, was obliged to return home to work on the farm for the sake of his parents. There were but few outbuildings, and those in a very poor condition on the farm, as it had previously been let with another farm. All the buildings were built and rebuilt by my grandfather, my father, and myself, with no assistance from the landowners except 10*l.* or 12*l.* worth of slates about four years ago. The above-mentioned tenants spent over 500*l.* on the buildings, but who had the benefit of that? The rent was raised from 20*l.* to 40*l.*, then 52*l.*, and then to 55*l.* When the rent was raised to 52*l.* it happened thus, according to the testimony of the valuer. He was asked to come to Anglesey to value a farm which was said to be 52 acres, and the rent 1*l.* an acre, and that he was to see whether it was worth more. When he returned he said it was not. The result was that the rent was raised by 12*l.*, and that when my father had just erected outbuildings at his own expense. The vicar of the benefice at the time my father made the outbuildings, had consented to their erection, and had assured him that there was no danger of the rent being raised on their account. He was shortly promoted, and this is what his successor did. One vicar was insane while holding the benefice, for a period of over 20 years, I believe. He was a brother of the Reverend Canon Williams, Llanfaelog, who looked after him and paid a curate for reading the services in his stead. One day Canon Williams (and the curate) came to Tynybuarth and informed my father and myself that the benefice was given up, as it did not pay after paying a curate. He said: "Here is your new "master henceforth, and I have accompanied "him to inform you and to see the farm." As my father was infirm I accompanied them over the farm. After returning to the house the curate said the farm was too cheap, and that he would have to get an increase of 8*l.* in the rent. My father replied that he could not give it.

20,501. What year was that in; do you know?—I have nothing to show the year.

20,502. But about what year?—Well, perhaps 25 to 30 years ago. I cannot be certain of the year. I have nothing to show that. If anyone rebuts me about the time well and good.

20,503. This happened in your father's time?—My father was the tenant then, but I was at home, and was walking through the fields with the curate.

20,504. You were a boy at the time?—Oh, no; I was not a boy.

Sir *John Llewelyn.*

20,505. You were not married?—No, I was not married.

Chairman.

20,506. All this happened before 1874?—Yes, when I was at the farm, before I went off. The Canon then pretended to interpose, and said he should be very sorry to see my father being obliged to leave in his old age. He advised the one to reduce his demand, and the other to raise his offer, with the result that my father promised to pay 3*l.* more, although the rent was already higher than that of any other farm in the parish. Some time after this the Canon's brother died (that is the one that was insane), and then the trick was discovered. The curate was neither before nor after that in possession of the benefice. The whole was but a sham in order to raise the rent. It was about 11 years ago that I had the first opportunity of speaking with Canon Williams about the matter. He said: "I do not know you." I replied: "I "know you since many years to my sorrow." "Dear me," he said, "how is that?" I then reminded him of his visit, and how he had raised the rent 3*l.* by trickery, which sum I pay to this day. He did not attempt to deny the fact, and only tried to say the place was cheap enough. It is worse to occupy glebe land than to occupy under a good landlord. Something may be had occasionally from a landlord towards building, &c., but when one applies to the vicars they will only reply that the place only belongs to them while they hold the living, and so that they are not prepared to spend their money on it. I was never allowed any abatement, and though I applied this year, no notice was taken of my application. I have never seen the present landlord, but I forward the rent to his solicitor. There was in the parish of Llanfechell a common, on which there were many labourers' cottages, which had mostly been formerly built on the mountain, with several gardens and quillets, which had been from time to time enclosed out of the waste hill land. It was an eyesore to a landowner in the parish to see the green quillets and gardens, so he induced the Inclosure Commissioners to attach the common to the land of the gentry.

20,507. What year was that?—I have nothing to show. It was the Llanfechell inclosure.

20,508. How many years ago should you say; do you remember; was it in your time?—Oh, yes.

20,509. How old were you when this inclosure took place? Were you a grown up man at the time, or a boy?—Well, I was grown up rather then.

20,510. You were 20 years old at the time?—I think so. I could find that out for you.

20,511. Will you go on?—And the poor labourers were deprived of their title to the hill land.

Sir *John Llewelyn.*

20,512. Was it Crown property before?—It was common land before, and he passed an Act to enclose it.

Chairman.

20,513. Can you tell us the name; who was the owner?—Mr. Bulkeley Hughes, of Plas Coch. He was an M.P. then, and it was easy for him to have an Act of Parliament to enclose it, I suppose.

Chairman—continued.

20,514. Do you know what was the name of the common; do you remember?—Llanfechell Common.

20,515. I do not know whether you will be able to answer this question. Do you happen to know whether Mr. Bulkeley Hughes was the lord of the manor or whether the property belonged to the Crown?—It was not the Woods and Forests who sold it, but the Inclosure Commissioners.

20,516. It was not the Woods and Forests?—I know that it was not the Woods and Forests. I bought a part of it, and at home I could see the date of it.

20,517. Then it probably was under the lord of the manor?—I do not know whether it had a lord of the manor at all.

20,518. Then it belonged to the Crown?—It belonged to those, I think, who had land in the parish. It was shared together by some of the gentry, but they deprived the small holders.

Mr. *Richard Jones.*

20,519. Was there any compensation made to those that had rights on the common when the common was enclosed?—No compensation at all.

20,520. Were there any recreation grounds on the common?—I think there is not any recreation ground, but I am not sure of that We have been fighting for a recreation ground; I remember that very well.

20,521. Was there a recreation ground at the time?—Before?

20,522. Yes?—No, only it was all open to anybody to go there.

20,523. Anybody could go over it?—Yes.

Chairman.

20,524. Will you go on?—They were also obliged to purchase the land they had enclosed; and that, not at its original value, but at its value after it had been reclaimed, manured, and brought under cultivation by the tenants themselves. The landlord in question had some small farms on the mountain, and some of his tenants had enclosed portions of the common adjoining, for which he was so anxious that he gave them notice to appear in a foreign court and obtained judgment against them by default. The result was that one of them became insane. He was taken to the asylum, where he would not eat a morsel, and he died broken-hearted as shown by the following "englyn" which is on his tombstone in the Bodewryd churchyard:—

"Nid penyd clefyd a'm cloes,
Nid ingawl angeu dolurloes,
Nid henaint aeth a'm heinioes,
Ond dyn a fu yn dwyn fy oes."

Sir *John Llewelyn.*

20,525. I took it down from Mr. Prichard's evidence yesterday that this Llanfechell enclosure from the commons was sold by the Crown, but that the old squatters had been allowed to remain without their holdings being sold; was that so?—It was so, if it was under 60 years.

Sir *John Llewelyn*—continued.

20,526. Then those who had been there more than 60 years were allowed to remain there?—They were allowed.

20,527. And those who had been there a lesser time than 60 years had their buildings sold?—Yes, there was some difference between 20 and 60 years. I am not quite certain about that, but there was something about 20 and 60 years.

Chairman.

20,528. Now, will you tell us about occupation?—Tenancy generally expires on the 13th November, and is subject to six or 12 months' notice, according to the agreement. Farms are let, as a rule, from year to year, but sometimes leases are granted—generally when the tenant undertakes to erect buildings on the farm. There was a general demand for leases a few years ago, but there is less demand at present owing to the decrease in the value of land, and the continued decrease in the price of produce. Those who have leases farm better as a rule, as they have security of tenure. The chief cause of changes of tenancy at present is that much land is sold. The principal instances of hardship occur when a farm is sold, together with the improvements made by the tenant. I have copies here of several agreements on several estates, and extracts from agreements.

[The witness handed in blank agreements on the estates of the following landlords: Lord Penrhyn, Sir Richard Bulkeley (Baron Hill), the Garreglwyd Estate, Colonel Hampton Lewis, Sir Llewellyn Turner and Mr. Charles Hunter, Sir John Hay Williams's Trustees (Bodelwyddan and Rhianva Estates), Lord Stanley of Alderley (Anglesey), General Owen Lewis Cope Williams, Craig y don, and the Bodorgan Estate.]

[*Statement continued.*]

Agreements and leases.—The conditions in these are various. I shall point out some of the conditions which are considered the most oppressive, together with some of the estates upon which such conditions are: (1.) The tenant being subject to six months' notice to quit. May I mention the estates?

20,529. Yes, if you please?—Lord Penrhyn, Sir Geo. Meyrick, Col. Hampton Lewis, Lady Reade. (2.) That the tenant shall keep one dog for his landlord. (Sir R. Bulkeley, Col. H. Lewis, Sir Geo. Meyrick.) (3.) That the tenant shall preserve the game for the landlord. (Rhianfa estate, Col. H. Lewis, Sir Geo. Meyrick, Lady Reade, Rev. Jno. Mason.) (4.) That the tenant, on the determination of the tenancy, shall leave all manure made previous to the 1st July without compensation, and, in some estates, such as the Rhianfa estate and the Penrhos estate (belonging to Lord Stanley) to leave all the manure without compensation. (Lord Penrhyn, Col. H. Lewis.) (5.) That the tenant shall not sell his stock by public auction without the landlord's sanction in writing. (Plascoch estate, Sir R. Bulkeley, Col. H. Lewis,

Chairman—continued.

Lady Reade.) (6.) That all the gates shall be left on the farm on the determination of the tenancy, although the landlord had never placed them there. (Lord Stanley.) (7.) The tenant is bound not to sell any portion of the produce when leaving, but the landlord does not bind himself to purchase the same if he chooses to give the tenant permission to sell them. A tenant should know, when laying down a crop, whether his landlord will purchase it or not, in case he should be leaving. For instance, if a field of 10 acres were under green crops, such as swedes, turnips, and mangolds, on a farm 10 or 12 miles from a town or station, and the landlord told the tenant a few weeks before 13th November to sell out his crops, the tenant would not receive, as a rule, more than one-third the value of the crop for it. The agreement should be binding on both parties alike. (Lord Penrhyn, Col. H. Lewis, Lady Reade, Plascoch's estates.) Some of these conditions are not in the whole of the estates I mentioned just now, but only in some of them. (8.) That all the buildings shall be insured by the tenant in an office, and for a sum determined upon by the landlord. (Sir R. Bulkeley, Sir Geo. Meyrick.) Is it not enough for the tenant to insure his own property? (9.) That the tenant shall not keep more than one dog for his own use. (Col. H. Lewis.) (10.) That no compensation be allowed for permanent improvements, unless the written consent of the landlord or his agent shall have been obtained to do the same, which it is almost impossible to obtain from any agent. (Lord Penrhyn.) (11.) The penalties for neglecting to observe the conditions are unreasonable. For instance, a penalty of 20*l.* for selling a ton of hay, straw, gorse, or green crops, and the same sum for every ton sold. A penalty, again, of 50*l.* for every acre of land which shall be farmed contrary to the stipulations in the agreement, and yet many of the tenants do not know what they have agreed to perform, as they have no copy of the agreement. That large penalty is in the Rhianfa estate, but there are lesser penalties in others. A few years ago a new agreement was prepared in connexion with one of the principal estates in the county.

20,530. Have you any objection to give the name of that estate?—Oh, no, not at all. It is Sir Richard Bulkeley's. It provided that the usual produce of hay, straw, and green crops be valued on the determination of the tenancy according to the market value, and that the outgoing tenant should receive only two-thirds of such value, the remaining one-third to become the property of the landlord or the incoming tenant. This agreement was signed by several tenants, but some found out the trick, and declined to sign it, so that the baronet was obliged to alter them all.

20,501. Those agreements that you handed in are in support of the statements that you make?—They are, and if you want to see them privately the originals can be produced for your inspection, but those are put in without dates, so that they shall not know who put them in.

Chairman—continued.

20,532. But those are the agreements on the different estates with the oppressive clauses of which you complain in print?—They are printed or written, and the originals can be shown to the Commissioners privately.

Chairman.

I have had a letter handed in to say that these agreements are put in without the names of the lessors being given. We do not consider that it is at all necessary to have the names of the lessors given so long as we are certain that those conditions are in the leases on the different estates. The Secretary will hand the agreements to Mr. Vincent, and he can verify them, and see whether they are correct or not, and then hand them back.

The *Witness.*

Do you want to see the originals? They are in Court.

20,533. They can be produced if necessary?—They can be produced.

20,534. But these are *fac similes*?—Extracts from them. The dates are not put in or else they would know who had put them in.

20,535. Exactly, but those are the same conditions under which these tenants hold their farms?—They are.

20,536. Now will you continue?—Should the valuers, on the determination of a tenancy, fail to agree as to the value of the property, the right to appoint an umpire is reserved to the landlord, and the tenant must abide by the decision of such an umpire whatever it be (Sir George Meyrick).

20,537. That is on his estate?—Yes, and on others too.

20,538. That is in all his covenants, is it?—Well, if he has not lately altered them. I have not heard that he has altered them. (14.) The landlord reserving for himself the ground game as well as the winged game. (Lord Stanley and Sir George Meyrick.)

20,539. Do not the tenants on those estates know that that is impossible?—They know very well, but they would not like to kill a rabbit or a hare, because if the keeper saw them they know the consequence, although they know that they have a right to it by law.

20,540. Then you would qualify that, because that is not quite the same. The landlord cannot reserve to himself the ground game?—We know that very well—that the tenant has a right.

20,541. The tenants know of the existence of the Ground Game Act?—Oh, yes, they do.

20,542. Then what about tithe?— The tenant to pay the tithe up to 2nd July—following the determination of the tenancy. (Sir George Meyrick.)

20,543. But you are aware that the landlord has to pay the tithes?—Yes, if there is a new agreement, but the old agreements stand as they were before; the Act does not touch them.

20,544. The old agreements have not been altered?—Just so.

Mr. *Richard Jones.*

20,545. How was it after the passing of the

Chairman—continued.

Tithe Act; did the landlord pay the tithe or did the tenant?—Many of the tenants pay them back to the landlord. The landlord generally pays them in the first instance to the rector, and then has them back from the tenant.

20,546. When did that custom come into operation; was it after the passing of the Tithe Act?—After the passing of the Tithe Act.

20,547. Previously the tenants paid them direct to the rector?—Yes.

Chairman.

20,548. What about the insurance of buildings?—The tenant to insure the buildings in the joint names of the landlord and tenant, and the live and dead stock in the name of the tenant. (Sir George Meyrick.) I will explain that many of their agreements compel them to insure their buildings, but I have never seen any agreement but that compelling them to insure their live stock.

20,549. That is on Sir George Meyrick's estate?—Yes. Then on the determination of the tenancy the tenant to allow the incoming tenant the use gratis of the teams and implements of the outgoing to sow his own hay and clover seed in the spring. (Sir George Meyrick.) The agreement containing a scale of compensation for improvements, but the consent in writing of the landlord must be obtained before the tenant can repair even a pond or a well. (Sir George Meyrick.) Certain sections of the Agricultural Holdings (England) Act, 1875, have been adopted, but only in a modified form; and with these exceptions the Act is refused. (Sir George Meyrick.) That no engines, machinery, or fixture shall be erected on the holding without the written consent of the landlord or his agent, and any article erected without such consent shall become the landlord's property without compensation. (Sir George Meyrick.) A tenant would thus have to apply to the agent for permission to affix a horse power, boiler, chimney-piece, or chaff-cutter, or they would become the property of the landlord. That the tenant shall not grow potatoes or turnips for sale. (Lord Stanley.)

Another grievance the farmers of this county complain of, when their farms are given up for sale, is that the following words are generally inserted in the conditions of sale:—"The vendor "reserves the right to bid by himself or his "agent." The auctioneer by this method often bids (privately) against the tenant, and by puffing it in this manner, makes it look like a "mock auction," and the tenant often bids against himself.

Rent: The rent is generally fixed in one sum, the land being calculated at so much per acre, but there is no uniformity in the rents even upon the same estate. The rents of the smaller tenantry are of necessity higher than on a large farm. The rent is generally fixed by private treaty in the first instance, but when the owner of an estate dies the estate is re-valued with the result that the rents are advanced; sometimes the landlord sends his own valuer, but I do not

Chairman—continued.

know of any arbitrations in this connexion. The rents have been raised generally during the last 50 years. The farm which I occupy has been raised from 40*l.* to 55*l.*; an adjoining farm has been raised from 35*l.* to 52*l.* There have also been granted some permanent reductions that I know of, but only very few. Abatements have been granted on some of the principal estates, such as Sir George Meyrick's, Sir Richard Bulkeley's, Captain Verney's, and others, but there are other large estates which are higher rented, where no abatements have been granted, such as Lord Stanley's. The small landowners, as a rule, are also very reluctant to grant an abatement. The corn and the cattle have varied in their prices so as to cause fluctuations. The rent is generally paid when it becomes due, but on some large estates it is not paid until six weeks after it becomes due.

Other Charges.

Tithes.—These are paid by the landlord in most cases and then re-paid by the tenant to the landlord. Other landlords pay them through their tenants as their agents. Others send for them to the tenant when they become due, and then forward them to the rector after first receiving them from the tenants. As far as I know the land tax is always paid by the tenant. The income tax is generally paid by tenant in the first instance, and then re-paid by the landlord on the rent day. The local rates have not, as far as I am aware, increased during the last 25 years.

Size of Farms.—Farms vary in their size from 350 acres down to the small holdings. I believe the majority measure from 40 to 60 acres. In some districts farms have been consolidated, but not many in my neighbourhood. Several large farms have been sub-divided lately in order to be more convenient for sale, &c.

There is more pasture than arable land, and so fewer labourers are needed. The population and dwelling-houses decrease, as the result of the farms being consolidated. The practical skill of small farmers, as a rule, is superior to that of the large farmers, and they are better able to pass through a period of depression, as they live chiefly upon their own produce, and have not much to sell. Their ability to provide for their families is much the same.

Cultivation.—Labourers are more scarce than they have been, and it is difficult to afford to keep more at present. Farms are insufficiently cultivated for want of capital, during the present depression. Much waste land has been drained and brought under cultivation within living memory. There is much more land that might be reclaimed, especially by draining, but as a rule landlords who are fond of sport, do not care for that.

Arable land is being laid down in pasture at the expense of the tenant. There has been an increase in the root crops. There has been a decrease in fallowing and in putting lime to the land, while there is an increase in using artificial manures, as the tenant is sooner compensated with crops.

Chairman—continued.

Improvements.—Some landlords allow the tenants a portion of the cost of improving the buildings, but they very seldom allow anything towards cultivation. The improvements chiefly made by the tenants are buildings, walls, hedges, watercourses, and laying waste land under cultivation. Sometimes improvements are made by co-operation between landlord and tenant; at other times the tenants undertake extensive improvements through having confidence in their landlord. In the majority of cases the best estates allow the timber and slates for building purposes, the tenant undertaking the remainder of the work; but often the tenant is tired of waiting for these, and prefers doing the whole himself. Some landowners allow compensation, but in most cases it is simply generosity. I know of some who have contracted not to claim under the Agricultural Holdings Act or the custom of the country—by consenting to accept six months' notice to quit; to accept two-thirds of the market value of the produce; and not to claim compensation for the manure made previous to July 1st in the last year of the tenancy. Many tenants ask permission to make improvements, but, as a rule, the landlord and agent are careful not to give the same in writing.

The custom of the country.—According to the custom of the country the tenant, when leaving, is allowed to sell his crops, unless there be a written agreement to the contrary. I do not know of a single instance where compensation has been given for the general improved condition of the holding. The manure which has not been applied to the land at the expiration of the tenancy is sold, unless there be an agreement to have it valued. Unexhausted artificial manures at the expiration of the tenancy are paid for according to the Act of 1883, if there be no agreement—generally one-third or one-half their value if a root crop has been raised; but if a crop of corn or hay has been raised, nothing is claimed. The rights of an outgoing tenant consist of being paid for his crops, and the seed applied to the land, if the incoming tenant is obliged to purchase the crops. Little compensation is generally given the landlord for dilapidations, or in the way of penalty upon the tenant for breaches of the stipulations as to the mode of farming.

Many instances might be cited where the outgoing tenants have failed to obtain sufficient compensation for their improvements: I shall mention one, viz., "Tanlan, Llanddeusant."

20,550. Whose estate was that?—I cannot tell you who was the owner.

20,551. You do not know the owner?—No. [*Statement continued.*] "The tenant had cultivated the farm in the best manner, but it "was sold together with his improvements."

20,552. When was that?—Between 20 and 30 years ago, I suppose—less than 30. He was obliged to leave, and died a bankrupt on that account. According to my experience, the provisions of the Agricultural Holdings Act are unsatisfactory. They should be

Chairman—continued.

compulsory and enforceable by a specified court.

Game preserving.—The game is generally preserved by gamekeepers. Tenants do not generally avail themselves of the provisions of the Ground Game Act, as the penalty would be a notice to quit.

20,553. Have you any instance of that?—It is rather difficult to prove the instances, but I know of many who would not kill them because of the gamekeepers.

[*Statement continued.*]

"Much damage is done by game in some parts, and I am not aware of the tenants being compensated.

"Co-operation and combination.—There is but little co-operation amongst farmers except assisting each other during the harvest time, threshing the corn, &c.

"The tenant seldom insures the buildings on the farm except when compelled, as is the case on some estates; but many insure their corn and hay stacks.

"The general condition of the farming population:—

"Proprietor farmers.—Many have recently purchased their holdings as they were being sold; and lest they might lose the same, if they did not purchase them, they have undertaken great burdens. Another reason they had for purchasing was that they had invested so much in improvements, without receiving much of the benefit of the same. The farms were generally bought at from 24 to 30 years' purchase. The purchase money was often excessive, and the farms are now dearer than before. It is not likely that the majority of the farmers can ever pay off the incumbrances, and they are obliged to pay more (in the way of interest) than their neighbours pay of rent.

"Tenant farmers.—The wives of the Anglesey farmers take part in the work of the farm, especially taking care of the housework, the dairy work, milking the cows, feeding the pigs and calves, together with cooking for the servant men.

"The general condition of the farming population is such that nothing will cause it to be a success except a special court and just and fair legislation, giving the tenant compensation for permanent improvements and security of tenure.

"I beg to call attention to an instance of hardship which occurred in the neighbourhood of Llanfechell recently."

20,554–5. Will you give the name of the tenant or of the estate?—Ty mawr, is the name of the place belonging to the vicarage of Llanbadrig.

[*Statement continued.*]

"The tenant of a farm died leaving a widow. The family had occupied the place for generations. The widow who was in years was not very strong. The farm belonged to a church living and the vicar lived within a few miles of the farm. The widow desired to have some of her relations or friends as joint tenants with her, but the vicar declined. Further, he served upon her a notice to quit at the end of 12 months, so that he might have possession of the farm immediately, if she were to die in the meantime. He served another notice to quit before the expiration of the 12 months, and a third notice during the following 12 months, but before the expiration of the last-mentioned period the old woman died. Then the vicar requested the person who held the place during the continuance of the tenancy to give up the place forthwith, and he went so far as to send through his solicitor a letter to the person to threaten him. This person who holds the place is a good man with plenty of capital, but his religious and political opinions happen to be different to those of the vicar; and so he is obliged to leave so that the vicar may have one of the same persuasions as himself, though his abilities as a farmer be less. The late tenant (the widow) felt keenly on account of the notice to quit, and often used to say that it was obvious what the object was; and that she feared very much that her friend would not have the farm after her."

The remedies I would suggest are:—

"1. Full compensation for all improvements made by the tenant, viz., improvements that increase the value of the farm, whether he had obtained permission to do them or not.

"2. That all compensations be fixed by arbitrators or a Land Court.

"3. That the tenant shall have security of tenure.

"4. That the tenants who have purchased or will purchase their holdings shall have the loan of money from the Government at a low rate of interest.

"5. That the tithes be appropriated for national purposes.

"6. That half the local rates be paid by the landlord and half by the tenant."

I have rebutting evidence in answer to the evidence of Mr. Moreton Prichard.

20,556. Will you give us the rebutting evidence first, and then we will put what questions there are to you?—It is very short.

20,557. What evidence is it you wish to rebut?—About Tan twr, Dwyran.

20,558. Whose evidence is it?—Mr. Moreton Prichard's. See 11,58 18,768.

Mr. *Richard Jones.*

20,559. Is that Sir George Meyrick's agent?—No, barrister-at-law—the first witness who was examined yesterday. [*The witness read the following statement*]:—

"Mr. J. Moreton Prichard in his evidence on Tuesday stated that he was able to make a nett profit of 150*l.* a year on Tantwr farm. I beg to explain that almost all the land was under hay last year, which hay was removed off the farm. He has again had the land under hay this year, and has cut a second crop. If this be a specimen of how to farm, Mr. Prichard should tell the landlords, Class A., to alter the

Mr. *Richard Jones*—continued.

clauses in their agreements, so that the Anglesey farmers might farm the same.

"Buildings on Class A.'s farms (as Mr. Prichard classed them yesterday) are extremely poor in some instances, and they would have been even worse only that the tenants themselves improve them. The tenants who were on Sir Richard Bulkeley's estate have suffered a loss of thousands of pounds, by not receiving compensation for their improvements when the land was sold during the last few years. The vendors took care to insert in the conditions of sale clauses by which the purchaser became liable for any claim that might be proved against Sir Richard, which clauses are unjust towards both purchaser and tenant, as the purchaser does not know what the liabilities of the vendor are, and as it refers the tenant to the purchaser.

"I shall mention some of the farms that were sold, and it was a shame that some of the buildings were allowed to remain on the land of any landlord.

18,540, 09, 39. "Fferam Uchaf, to which Mr. Prichard referred, the house was unfit for human habitation, and the outbuildings were unfit for the cattle. The house had to have abuttings to support it, and the wall had leaned about 6 inches from the loft, the roof of the barn had fallen in, and the carthouse was something similar. I have heard the late tenant complaining that he had lost half the amount of the rent in one year for want of proper buildings, through the death of the cattle. I might also mention that Fferamgydd, Llanllibio fawr, and Tyn Llan were in a similar condition.

"I also understood Mr. Prichard to state that I had advanced 70*l.* in the rent of Fferam Uchaf, which is not true.

"As a specimen of the success of Mr. Prichard as a farmer, I may mention his experiment as a pig-farmer, by which he lost some hundreds of pounds. One day he gave the pigs some *soeg*—grains from a brewery—and they became drunk. He sold 19 sows at the same time, as he thought they had become mad. Mr. Prichard said that 20,681. only a few *small* advancements had taken place on Lord Stanley's estate. I may state that there is a farm adjoining mine, on Lord Stanley's estate, the rent of which was raised from 72*l.* to 132*l.*"

I can corroborate my statement about that farm from which I was sent off. This is the letter I had at the time from a justice of the peace, well known in Anglesey.

Sir *John Llewelyn.*

20,560. In respect of the rebutting evidence, I suppose you do not deny Mr. Prichard made a good profit off the land?—Off his own farm?

20,561. Yes, by cutting the hay and selling the hay?—He may have made a good profit for the first year.

20,562. But I mean the last year?—Yes, because I think last year was the first he entered there.

Sir *John Llewelyn*—continued.

20,563. He said he made a large profit by selling the hay?—He may do, and by carrying it off the land.

20,564. Quite right. I am coming to that in a minute. I suppose you know that grass may be cut many times in the year, if it is well manured?—I know it may; so I think the agreements of the landlords of Class A. must be altered, because we cannot do it the same as Mr. Prichard.

20,565. You would say the tenants should have the same privilege as anybody else to sell the crops off their land?—No, I do not think it is right. Artificial manure will not do for the hay and straw that has gone off the land.

20,566. I will come to your evidence in chief: Do you think that small landowners are more reluctant to make abatements than big landlords?—Yes, I know very well that is so. I know many who had good reductions themselves, but they did not reduce anything to their tenants, although they were higher, a great deal.

20,567. Is the land being largely converted from arable to pasture?—There is more pasture now.

20,568. Than there used to be?—Yes, than there used to be.

20,569. In consequence of that there is less labour employed?—It is so.

20,570. What would you consider the best size of farm?—From 40 to 100 acres.

20,571. I suppose anything under 40 is rather too small for a man to make a living?—I think it is better to be very small than to be much under that.

20,572. Would you think that a farm of between 5 acres and 30 acres would be a mistake?—I should think a farm from 5 to 10 acres would do very well, but if it is more than that a man must stay at home, and then he cannot go away to do anything else.

20,573. Quite so. You would not call it a farm if it is under 30 acres; it is a small holding?—Yes.

20,574. And a man would do something else for his livelihood, if it was so small?—Yes.

20,575. So that between 40 and 100 acres would be what you think about the best size?—That is my opinion.

20,576. May I ask, with regard to the farms above 100 acres, are there many such in the county?—Yes, many, over 300.

20,577. Are they the effect of consolidation?—Some of them.

20,578. Some, I suppose, have always been large farms?—Oh, yes.

20,579. Do you think there has been much consolidation going on?—Not in my neighbourhood. Not as I am told there has been in other neighbourhoods.

20,580. I am interested in the last part of your evidence, in which you suggest certain remedies. The first of those remedies is that full compensation for all improvements made by the tenant should be given (in which I think we all agree)—improvements that increase the

Sir *John Llewelyn*—continued.

value of the farm, whether he had obtained permission to do them or not?—Yes.

20,581. Do you not think that a landlord ought to have some control over the proposed alterations, which are sometimes called improvements, and are sometimes not improvements?—I think the tenant generally would consult with his landlord, but I think, whether he had a written consent or not, he ought to have full compensation for the improvements that would make the letting value better.

20,582. But do you agree with the principle of the First Schedule of the Agricultural Holdings Act, 1883, which is that the consent of the landlord is required for certain improvements. Do you approve of that?—No; because it could not be done in many instances, if that should be the case.

20,583. Then do you think those improvements ought to be done without the consent of the landlord?—Yes; as I said before, many farmhouses that were sold lately on the estate I mentioned, have just come down. They ought to have been done a great many years before, but the landlord would not do it, and the tenant could not do it.

20,584. Perhaps I may take it then that that schedule should be modified, but not altogether abrogated?—Well, I am not sure about the details of that.

Mr. *Richard Jones.*

20,585. In order to try to make it clear, I will put this question to you: In a case where a landlord refuses consent to an improvement, do you think the question should be referred to some impartial person or a tribunal?—That is my opinion.

Sir *John Llewelyn.*

20,586. So that the arbitrator should have a voice in saying whether the improvement was a reasonable one or not?—Quite so.

20,587. And if it were not reasonable the landlord should not be called upon to consent?—To a court or an arbitrator?

20,588. Yes. Then would you give that arbitrator power to say whether the proposed improvement was reasonable or not?—Quite so.

20,589. In respect to the third of your suggestions that the tenant should have security of tenure, can you tell me what you think would be the best form for security of tenure—a lease?—I would like the principle which is laid down in that Bill which Mr. Bryn Roberts brought forward, so that some of the farmer's relatives may have it afterwards if the owner or his family do not want it themselves.

20,590. You know that Bill?—I have been reading it many times.

20,591. Do you approve of that?—I approve of that.

20,592. That is the form of security in which you acquiesce?—Yes.

20,593. With regard to the fourth of your suggestions, that tenants who had purchased or may purchase their holdings might obtain the loan of money from the Government, at a low rate of interest, do you think that the application of the Irish Act would be useful to Wales?—Yes, very useful; and I know of instances where the loan has been found as well as they can, and the farm mortgaged at 4 per cent.; the mortgagee would give only about two-thirds of the value. The tenant had nothing himself, but he did not like to lose the farm; he purchased it, and then he has to pay 5 per cent. to somebody for the rest, and the rents are running very high.

20,594. If Welshmen had that privilege, would they largely avail themselves of it?—They would, surely, and I think we ought to have it.

20,595. Can you suggest anyone who would feel any injury by such an extension of the principle. Everybody would benefit; no one would feel injured by it?—I do not know of any.

20,596. With regard to the sixth of your suggestions, that half the local rates should be paid by the landlord and half by the tenant, is not that allowed for in the amount of rent that is fixed? Would it not be as broad as it is long?—I do not understand the question.

20,597. You suggest that half the local rates should be borne by the tenant and half by the landlord?—Yes.

20,598. Is not that already allowed for in fixing the amount of the rent?—It does come into consideration, but there would be a difference. Many landlords pay very little towards the poor rate, and many a farmer pays more. They do not mind how much the cost would be on the farm, because they have made an agreement with the tenant to pay it. If they had to pay a share themselves they would be more careful, and the tenant would be careful, as he would pay one-half, so that I think it would be of benefit to both.

20,599. The tenants outnumber the landlords, do they not?—I say the tenant and the landlord would be the only two—the landlords and the tenants, I think, would be of the same number.

20,600. But the tenants outnumber the landlords, so that they have a greater voice in fixing what the rates are than the landlords have, because they are more in number?—Well, to be sure they are more, but they would be very careful if they paid half the rates.

Mr. *Richard Jones.*

20,601. You say under the heading of occupation, one hardship in the agreements is that the tenants have to leave at six months' notice?—Yes, I do.

20,602. You consider, I gather, that a 12 months' notice is better for a tenant than a six months' notice?—Yes, a great deal, because if some of the family should die, say, in the beginning of May, he would then only have six months. If there be 12 months, then there would be a year and a half for them to make their things ready if they were to go off the farm. Six months is too little.

20,603. Of course if a tenant had 12 months' notice, and if he got a notice to quit, he could

Mr. *Richard Jones*—continued.

farm with a view to leaving the place, and he would be in a better position to leave a place with 12 months' notice than with six, of course?—Yes, he would not give much improvements in the course of that time.

20,604. You think it is only a fair thing for a tenant?—Quite fair. The Act ought not to have modified it.

20,605. You say that leases are sometimes granted. Is there a demand for leases?—Not so much as there has been, certainly.

20,606. What is the reason? Is it because the tenants do not consider the terms favourable enough, or is it because of the fluctuation in prices of produce and stock?—Fluctuation in prices, and when they offer leases they tell the tenants they shall not have abatements, and many of them have abatements now, when there are no leases. They say, "you shall have a "lease, but must remember we will allow no "abatement after your having a lease." Then the tenant likes to have the abatement in these hard times rather than a lease.

20,607. When a lease is offered is it generally offered at the same rent, or do they ask for an advance?—Sometimes I know of landlords that have wanted some hundreds for a lease in giving it, and the same rent as before, and then there was only the security that induced them to take it years ago.

20,608. A big sum—several hundreds?—Several hundreds.

20,609. In addition to the ordinary rent?—Yes, I could refer to an instance if you like.

1,121. 20,610. Kindly give it?—Cymynod, near Bodedern.

20,611. What was the sum that was asked?—I think it was 500*l.*

20,612. For how long was the lease?—It was not very long; I do not remember at the time.

20,613. Twenty-one years?—I think you will hear from another witness, who knows more about it.

20,614. What about the buildings afterwards. When leases are offered what are the conditions as to repairs?—Keeping them in good repair, and painting them as often as the lease describes, and to insure them.

20,615. We understand that it is a custom in the county, when buildings are erected, that the landlords supply materials and the tenants supply the labour. How would it be under a lease?—Oh, the tenant would do the whole.

20,616. Getting materials, and so on?—The whole—most generally.

20,617. You say that the chief cause of changes of tenancy at present is that much land is sold. Are there more farms sold at the present time than there were years ago?—More, I think, than I saw sold in my lifetime in this county, during these few years.

20,618. Do you think that they are sold with the object of what, perhaps, you would regard as confiscating the property of the tenant?—I do not know, because I am buying myself. I have not seen. I am not afraid.

Mr. *Richard Jones*—continued.

20,619. Of course I am talking about selling now?—So I do not know what they mean, but I do not mean that, or else I would not buy land if I were afraid of that. It is impossible to say what makes them sell their property; I do not know.

20,620. Is this clause enforced on these estates that the tenant shall keep one dog for his landlord?—Yes, in many of them.

20,621. Does every tenant on those estates keep a dog?—No. Very often they do.

20,622. It is put in the agreement?—There are many things in the agreements, I must state, that are not enforced. I do not know however what is the use of putting them in the agreements, and putting them on stamped paper if it does not mean something, and I saw sometimes it was put in force.

20,623. Is this one in force—that the tenant shall preserve the game for the landlord? What is the meaning of that? Is the tenant to act as the landlord's gamekeeper?—Yes, to a large extent, as you may see in those copies. I had marked it on those copies of the agreements.

20,624. He is supposed to warn off trespassers?—He is supposed to warn off trespassers, and, in some instances, to take law proceedings against them in the name of the owner—or rather, the owner to take proceedings in the name of the tenant. For instance, Colonel Hampton Lewis, and so on.

20,625. Are the tenants supposed to beat for game?—No, not much.

20,626. This fourth condition that you mention is a question really between an outgoing and incoming tenant. How does it work?—It is—"That the tenant, on the determination of "the tenancy, shall leave all manure made pre-"vious to the 1st July without compensation?"—It gives great trouble to men that are used to value it. They will be sometimes for hours discussing that term. Some say it is legal, another says it is illegal. One says you must stand to the agreement, and another to the law. It is very difficult, in many instances, to come to terms about it.

20,627. To arrive at a just decision between them?—Yes.

20,628. Do you not think it would be better for the manure to remain on the land—it does not matter whether it is in the yard or whether it is on the soil?—Quite so. It ought to be there, but the outgoing tenant ought to have compensation for it. In many instances they can claim nothing for any, but on others, the manure made after the 1st July.

20,629. What is the object of inserting this clause, that the tenant shall not sell his stock by public auction without the landlord's sanction in writing?—I cannot understand it at all. I do not know what they have put that in for, and many of them have put it. I never know for what purpose, I would like to know myself.

20,629*a*. You have broken the clause yourself, do I understand?—No; I asked, because I found it in the agreement, but I did not know why it was put in the agreement at all.

Sir *John Llewelyn.*

20,630. Have you ever known a landlord refuse permission to do that?—I do not know of an instance.

20,631–2. I think that is with the intention that the landlord should know what is going on?—No, but they put it in.

Mr. *Richard Jones.*

20,633. But you know of tenants who have broken the clause?—Oh, many have broken it to be sure. Many do not know it is in their agreements, because they have no copy of their agreements.

20,634. You say the 6th Clause is "that all "the gates shall be left on the farm on the determination of the tenancy although the landlord had never placed them there," and you say that is the case on Lord Stanley's estate. Is that enforced?—So I understand his agreement.

20,635. And that clause is in force?—I have not seen it enforced. I do not know.

20,636. Are you well acquainted with Lord Stanley's estate?—Oh, yes.

20,637. Do you know of any tenants who have left, and although they had erected gates, they left them behind?—I do not know of any that left them behind, but I have seen that matters like the manure, being taken into consideration by the valuers. One said they were not to be paid for and the other that they must be paid for.

20,638. There is no need of quarrelling over this; this is plain enough as you have put it. You say it is "that all the buildings shall be "insured by the tenant in an office, and for a "sum, determined upon by the landlord. Is it "not enough for the tenant to insure his own "property." But according to your own showing, if the tenant has borne the cost of the labour of erecting these buildings he has of necessity a share in this property; but I suppose you do not think that the principle is the right one, that the cost of erecting buildings should fall upon the tenant: you think that it should be done entirely by the landlord, and that he should insure his own property?—I am of that opinion, and I do it myself because I am of that opinion.

Sir *John Llewelyn.*

20,639. You do repairs on your property, I understand?—I do repairs. I have bought a farm which has been mentioned by Mr. Prichard yesterday in his evidence, and he said I had raised 70*l.* on the farm. All the buildings were worn down except a cow-house, a boiler-house, and a calf-house, that were newly erected within two years. All the others were in a ruined state; they were not fit for human habitation, nor to put the cattle in when I bought it, except those, and I have expended between 300*l.* and 400*l.* in these two years again on the same property in building myself, and what is said by Mr. Prichard is quite wrong.

20,640. You bore the whole cost except the carting?—Yes, excepting the carting; there was very little cartage, he said; but I do part of the cartage myself.

Sir *John Llewelyn*—continued.

20,641. The 9th clause is "that the tenant "shall not keep more than one dog for his own "use" What is the object of inserting that clause?—For fear they would kill a rabbit or a hare, to be sure.

20,642. Are the dogs allowed to roam about?—Oh, yes, in the farms. The dogs are loose in the farms always.

20,643. And you think that is the object of inserting it?—Quite so.

20,644. I see with regard to the 11th, you think that a tenant should have more liberty to sell the produce of his farm, provided that he does not weaken the soil, because there are occasions probably when it would be in his interest to sell—say that he has got a good crop of hay; that it would be in his interest to sell some of that hay rather than consume it on the farm?—Yes.

20,645. And do you think that a tenant should have liberty of doing that?—Not much, in that respect, but if he would bring an equivalent in manure.

20,646. Yes, I was coming to that?—If he should be living near a town or something of that sort, and bring a good manure, but not to replace the same by artificial manure.

20,647. By farmyard manure?—Yes, if you could place something like farm manure, but not if you put artificial manure, such as guano—that cheap manure—instead of it; that would be only to make the land weaker; it would force a crop out for a year or two, but would leave the land in a worse state after all.

20,648. What equivalent are you going to find?—If you are living near towns, and so on, where you can get a good manure.

20,649. Supposing he does not live near a town?—I must consume it on the farm, and I do, and I think it ought to be done. If you cannot bring an equivalent in manure, it ought to be consumed on the farm.

20,650. That is a big question—the question of an equivalent, you see?—And it will pay well to do it—better than to carry it off.

20,651. You say in the 17th: "On the "determination of the tenancy the tenant to "allow the incoming tenant the use gratis of "the teams and implements of the outgoing "tenant to sow his own hay and clover seeds "in the spring?"—Yes.

20,652. Do you think that does not work between the incoming tenant and the outgoing tenant?—I think he ought not to put his teams to another person's use gratis; he ought to be paid for it; but it is seldom that is used. The outgoing tenant generally has harrowed himself with his own teams, and the incoming tenant has had to pay for the seed when he comes in. But it is a hardship to say a man must have the use of your teams gratis for such a purpose. It is a hard thing for a farmer, to say that any other person must have the use of his teams gratis.

20,653. He can have it when he is going to another farm?—If the same agreement would be on the other farm; but perhaps the other farm would not have the same agreement.

Sir *John Llewelyn*—continued.

20,654. This only prevails, then, on Sir George Meyrick's estate; it is not a custom?—Oh yes, it is on others as well.

20,655. Is it generally so throughout the county?—I cannot say it is so generally.

20,656. Of course if it is general throughout the county, I cannot see that it makes any difference?—It is not general, but on some estates. Perhaps there are two or three. I could find out. I do not know how much I marked there.

20,657. You have only Sir George Meyrick's here?—I have put others at the top. I do not point him out specially, but I put others at the top as well.

20,658. What is the object in putting this clause in Lord Stanley's agreement—that the tenant shall not grow potatoes or turnips for sale; I have not heard of potatoes being restrictions before?—I have not seen that in any agreement but Lord Stanley's. That is the only one that I have seen that clause in, and as he himself said he did not think it was to his interest to have it in. He said at first it was not in. Until we handed him the agreement, he did not know what was in his own agreement.

Chairman.

18,809. 20,659. There are some questions put in by Mr. Vincent: "Are you the person referred to by a "previous witness Mr. Morton Prichard as having "purchased FferamUcha, Llanbabo, in 1889 from "Sir Richard Bulkeley?"—I am.

20,660. "Was John Jones the sitting tenant? "Was John Jones the tenant when you bought the "farm?"—He was.

20,661. "Did you buy part of his holding only"?—A part.

20,662. "Did you ask him to pay an advance "of rent of 70*l.* a year?"—Perhaps I did ask him because he was a very bad tenant, and I had to build the whole myself, and then the cost of building would be all on me, and they would be very soon in ruins, as they were before, if I had left them there.

20,663. "In consequence of his refusing to pay "70*l.* a year more did you turn him out?"—He agreed with me for the rent at first and told me he would find securities, but no one would go security for him; they knew him too well.

20,664. Did you turn him out?—To be sure. He was under notice to quit by Sir Richard. I had to have the place free on the 13th November, and Sir Richard gave him notice to quit, not I.

20,665. "Was he, John Jones, a Conservative?"—I do not know what he was, I cannot say.

20,666. Do you produce the agreement that you have made with your old tenant?—I did not make any agreement with him at all.

20,667. Have you any agreement with your tenant?—No.

20,668. No agreement?—No agreement with the old or with the new either.

20,669. "Were you ever personally a tenant "on Sir Richard Bulkeley's estate?"—I was not. I went there I would say on May 1st. I married

Chairman—continued.

as I told you in my evidence, Miss Roberts; as she was executrix of Thomas Parry I went there to live, and before the 13th we had notice to quit.

20,670. "With regard to the clause compelling "the occupier to lend his name for the purpose "of prosecuting trespassers in pursuit of game "do you know that some people argue, wrongly "I think, that without this clause it would be "impossible for the owner to initiate a prose-"cution." Mr. Vincent is of opinion upon that that those people argue wrongly?—I would like to have that question in Welsh. I cannot understand that question; it is rather a curious question, I think. (To Mr. Vincent:) Perhaps I need not trouble you with that.

Chairman.

You need not press it. You think it is wrong yourself.

20,671. "Do I understand that you accuse "Canon Williams of conspiring with the curate to "deceive you and your father, so as to obtain "a higher rent?"—I do. I told him so to his face and he did not deny it.

20,672. "Have you a strong objection to the "Church?"—Not to the Church, but I have an objection to paying towards the Church, to which I do not belong.

20,673. "Have you bought land?" I understand you have bought land?—I have.

20,674. "Have you let a part of it"?—I have.

20,675. "What rent per acre is now paid for the part which you let"?—It is 162 acres and the rent is 200*l.*, but I gave all the game, for which the tenants have 10*l.* now. Before this, Sir Richard had the game on the whole farm. It was worth, according to that, about 12*l.*, now I leave the game to my tenant.

20,676. How many acres is it?—162 acres.

20,677. And the rent is?—200*l.*

20,678. And you give 10*l.* back?—And I paid the tithe myself. The commutation on the tithe was 22*l.* 9*s.* Then, as I have stated before, I am paying the tithe myself and that would bring the rent down, because I could not make it compulsory on him according to the Tithe Act.

20,679. I think that is a good answer; it is 162 acres, and you charge 200*l.* a year for it, minus 10*l.* that you return, so that the rent is 190*l.* for 162 acres. "What is the farm of Lord "Stanley on which the rent has been raised "from 32*l.* to 130*l.*?"—I did not say so. See 20,559.

20,680. What did you say, do you remember?—72*l.*

20,681. From 72*l.* to 130*l.*?—To 132*l.* It is the next farm to me; it is on my boundary. I only mentioned that.

20,682. "Do you know that the conditions of "sale on Sir Richard Bulkeley's land make it "unnecessary to complete purchases before "November 6th, 1893?"—I do not know what the condition is this year. It was a condition when I bought the farm.

20,683. "Do you know that Sir Richard "Bulkeley will not consider questions of com-"pensation till that time?"—I do not know when he will consider them. He himself knows,

Chairman—continued.

20,684. You do not know anything about it. Mr. Vincent also asks: "Does not this farm of "Tan Lan, Llanddeusant belong to Owen "Hughes, of Nanner?"—It does.

20,685. "Is not Owen Hughes a tenant on the Bodorgan estate?"—He is.

20,686. "Do you know him quite well?"—I do.

20,687. "Does he not live two miles from you?"—No, he is farther than that.

20,688. "Is not Tan Lan, Llanddeusant about "a mile from your house?"—A mile and a half.

20,689. "What objection can you have to "putting in, the year of each of these agree-"ments?" I believe there is no date to these agreements?—Well, as I told you before, if we put in the dates to be inspected by the agents here, they would know which of the tenants have lent us those agreements to be shown. We had a great deal of trouble in getting them, and then we do not like to expose the tenants; but if you want to see the originals, as Commissioners, the originals will be shown to you. We will not show them to the agents, or else the tenants would suffer.

20,690. "Are any of these agreements obsolete and out of date?"—I do not know what is the meaning of that word "obsolete."

20,691. Are they the old agreements or the present agreements?—Some of them are the present ones, and some are past, as shown, and there are three agreements belonging to Sir Richard's estate now. There is to be sure only one of them now in force. But there are copies of the three, so that you can see what is in them.

20,692. Is it any use putting in agreements that are not in force now. Are these agreements in force now?—So far as I know, except in the case of Sir Richard's estate, but I did not take anything stated in my evidence except from those which are now in force.

20,693. You put in all those that are in force?—Yes, that the present tenant had. I did not take anything from the others.

20,694. "Is not the Penrhyn agreement, for "example, one made at the time of the late "agent?"—I cannot say without comparing it. I will tell you to-morrow.

Mr. *Richard Jones.*

Is the tenant under the impression that he is under the agreement, whether it was made under the present or under the late agent. Is that the agreement that he has?

Chairman.

20,695. Is that the agreement that the tenant has at the present moment?—I cannot say for certain to day. It is easily proved.

20,696. "Was not that agreement made 20 "years ago on the Penrhyn estate"?—Many agreements which were made 20 years ago on some estates are in force to-day. I do not know if it is so on the Penrhryn estate. They have not renewed their agreements on some estates. I do not know if it is so on the Penrhyn estate.

20,697. "Is the Bodorgan agreement now in force?"—I should think it is, or it has been altered very lately. That is of very recent date.

20,698. Mr. Vincent also says: "I suppose I "may take it from you that the copies have "been made correctly?"—They have.

20,699. You vouch for that?—Yes.

20,700. The following are questions by Mr. Ellis Jones Griffiths: "Did you hear yesterday "a statement made by the sub-agent of the "Tregaian estate as to ground game?"—I did.

20,701. "Did he state that the tenants were "permitted to have the ground game on the "estate?"—He did.

20,702. When was this done?—It was not done last week. I do not know how late it was.

20,703. Was this date after the appointment of the Commission?—It was surely.

20,704. And after the approaching visit to Anglesey was determined upon?—Yes, it was.

Mr. *Richard Jones.*

20,705. Who is the owner of the Tregaian estate?—Mr. Jones Parry.

20,706. Do you wish that letter to be read?—No, only I was just going to show it to the Commission. I do not care about it.

20,707. You can read it if you like?—No, I do not care about it.

The witness withdrew.

Mr. OWEN MORRIS called and examined.

Chairman.

20,708. You are a tenant farmer and a member of the Anglesey County Council?—Yes.

20,709. And a valuer for the Board of Guardians for the Holyhead Union?—Yes.

20,710. What do you intend to give evidence upon?—Upon the amount and the inequality of rents, my Lord.

20,711. Where?—In the Holyhead Union.

20,712. Are you of opinion that the rateable value would be a fair basis for the rent?—I am.

Chairman.

20,713. Will you kindly read us your statement?

[The witness read his statement as follows—]

"The rateable value is as uniform, as experienced farmers can fix it and should it happen to be unequal the aggrieved party could appeal before the assessment committee and finally before the Quarter Sessions.

"The rateable value is a fair basis as to the amount of rents. When the County Magistrates in the year 1888 were revising the County Rate

Chairman—continued.

basis they only made an addition of 5 per cent. on the rateable value as it had been previously fixed by the assessment committee of this union. Also, the majority of rents on some of the large estates are fixed at a very small per-centage above the rateable value and in some cases even below it, such as Sir George J. Meyrick and Lord Stanley's estates, but even on the above estates there are a few exceptions, whilst on the smaller estates the majority are too high and the exceptions only, are fixed at a fair rent. The following are a few instances out of many." Shall I read them?

Chairman.

I think we had better take them as read, if you please.

[*The witness handed in the list.*]

Mr. *Richard Jones.*

20,713*a*. Then I understand you do not make the rents a basis for fixing the rateable value?—I would rather be cross-examined in my own language, if you please. I might make a mistake in the English language.

[Mr. Richard Jones interpreted the remainder of this evidence.]

20,714. You do not take the rents as a basis for fixing the rateable value?—I do not.

20,715. What plan do you adopt for fixing the rateable value?—I walk every field on every farm. Generally the rents are higher than the rateable value.

20,716. How much?—Generally 10 per cent. I should think; I cannot say. According to the rateable value as it is at present the rents are quite high enough.

20,717. Do you know of any cases where the rent is much higher than 10 per cent. over the rateable value?—I have put in a list.

20,718. I think you had better read the list?—Very well.

Name of Parish.	Name of Farm.	Name of Landlord.	Rent.	Rateable Value.
			£ s. d.	£ s. d.
Aberffraw	Llwynysaw	Sir J. G. Meyrick, Bodorgan	40 0 0	22 0 0
Llangwyfan	Do.	Do. do.	25 0 0	12 10 0
Rhoscolyn	Garreglwyd	Lord Stanley of Alderley	37 10 0	12 10 0
Holyhead	Pontysgyrog	Do. do.	32 0 0	16 0 0
Llanddeusant	Tan y lan	Mr. Hughes, Nanner	150 0 0	73 5 0
Rhoscolyn	Pwllpreban	Colonel Hampton Lewis	100 0 4	47 0 0
Do.	Tynyfelin	Do.	26 0 0	10 0 0
Llechylched	Tyllwyd	Mr. R. W. Parry, Llanerchymedd	53 0 0	22 10 0
Do.	Bodgyffell	Mr. W. Williams, Bryngwyn	40 0 0	15 10 0
Rhoscolyn	Penrhyn Fadog	Mr. H. Edwards, Rose Mount	25 0 0	9 0 0
Do.	Cerrig Moelion	Do. do.	25 0 0	9 15 0
Bodwrog	Frondeg	Mr. W. Jones, Tyn Llan	43 0 0	15 10 0
„ ———	Glanygors	Do. do.	20 0 0	6 0 0
„ ———	Tyn y llan	Mr. Owen, auctioneer	50 0 0	16 10 0
„ ———	Tan y pwll	Representatives of the late Reverend W. C. Edwards.	38 0 0	11 0 0

I believe the rent of Tanylan, Llanddeusant, has recently been reduced from 150*l*. to 140*l*. I believe these are the worst cases I know of in the union.

20,719. Do you think that it would answer the purpose if every farm was valued in the way in which the rateable value is valued—that a competent man should go over every field, the same as you get at the rateable value, and the rent fixed accordingly, instead of their being fixed as you say in a haphazard fashion, the same as it is done now?—Yes, I believe it would be a great boon if that could be done.

20,720. You think the rents would be equal afterwards?—Yes, quite equal, I believe.

20,721. And in that case there would be no necessity to fix the rent according to the basis of the rateable value. It would be the same?—Quite so.

20,722. I understand from you that the rent is not fixed in a systematic manner at present; that is your point?—That is so.

Chairman.

20,723. Some questions are handed up by Mr. Vincent. "Are there not in your opinion special "circumstances, in the case of many tenancies "known only to the landlords, which determine "the amount of rent?"—I do not know of any.

20,724. You know of none?—No.

20,725. "For instance, improvements by land-"lord or tenant respectively." Do you follow that?—No.

20,726. "If the rent were fixed by the rateable "value would not the board of guardians, elected "principally or entirely by tenants, fix the "rents?"—No, I do not think so. I only put the rateable value in to show that it is equal, uniform, through all. That is my object in putting it in.

20,727. "Are not the boards of guardians "elected principally or entirely by the tenants"?—Mostly.

20,728. Then, two questions by Mr. Ellis Jones Griffith: "Can you speak as to the "preservation of game on Lord Stanley's estate?" Do you know anything about the preservation of game?—Yes, I am a tenant of his Lordship.

20,729. And you know all about it?—Yes.

20,730. "Do you know whether there are "great complaints by the tenants about the "game preservation upon Lord Stanley's "estate"?—Yes, there are some complaints.

The witness withdrew.

Mr. William Hughes called and examined.

Chairman.

20,731. You are a tenant farmer?—A small tenant farmer.

20,732. Who is your landlord?—Mr. Thomas, draper, Llangristiolus.

Sir *John Llewelyn.*

20,733. Is it glebe land or private land?—It is not glebe land.

Chairman.

20,734. What is the size of your holding?—About six acres.

20,735. And the rent?—20*l.*

20,736. Six acres, for which you pay 20*l.*?—Yes.

20,737. Will you kindly read your evidence—clearly, so that it may be followed by every one present?—"I shall offer evidence to prove "that the conditions imposed by some landlords "upon their tenants are oppressive towards the "tenants, a hindrance to the proper cultivation "of the land, and a national loss. In some "instances the tenant is tied down so much, "that he is not permitted to cultivate the land "in accordance with his own knowledge and "experience, so that he is no better than a "servant to carry out the plans of the landlord, "and those plans are impracticable and prove "a loss. For instance, in the year 1866 Mr. "Robert Davies, Menai Bridge, let a farm called "Capel Llangristiolus, consisting of about 48 "acres, to Mr. Owen Jones. The tenant was "not permitted to plough the land or cut hay, "except from one field, and that to be the same "every year. As the tenant had also some land "of his own, and held land under another "landowner, he was able to carry on fairly "well for some years. The hayfield gradually "became unproductive, and rushes began to "grow in the lower portions. Notwithstanding "this, Mr. Davies would not alter the con-"ditions."

20,738. He was not allowed to plough the land?—No.

20,739. And he could only cut one field for hay?—Only one field, and that would be the same field.

20,740. What did he do—graze it?—Grazed it all.

29,741. He grazed the whole of it?—Yes.

Mr. *Richard Jones.*

20,742. How many acres was it?—48 acres.

Chairman

20,743. Do you know what the rent of that was?—I have a copy of the agreement here. It is 58*l.* 7*s.*

20,744. Now will you continue?—"The "tenant found that it was impossible for him "to raise the amount of the rent from land in "such a condition, and in the year 1880 he "ploughed a part of the land producing rushes "contrary to the agreement. On this account "he received a notice to quit, but at the same "time an offer of other terms, which were quite "as oppressive."

Chairman—continued.

20,745. Can you give us those terms?—Yes. This is what he was asked to sign: "I hereby "take from Robert Davies, Esquire, that por-"tion of the tenement called Capel Mawr "situate in the parish of Llangristiolus, the "whole (excepting field called Cae fferam bach "ucha, measuring about 3a 3r. 0p., and field "called Waen Caeflaendrws, measuring about "4a. 3r. 12p.; also the field in the marsh "ploughed last year, measuring about 10 to 12 "acres) to be grazed only from the date hereof "until the 13th day of November next at the "rent of 58*l.* 17*s.*, due and payable at Menai "Bridge on the 30th day of July and 30th day "of October next. The marsh field named "above, measuring about 10 to 12 acres, to be "put under oats and properly seeded this "winter, and permission is hereby given me to "plough the field called Waen Caeflaendrws, "measuring about 4a. 3r. 12p. Should I violate "this agreement by mowing or ploughing any "portion of said land, excepting so far as herein "stated, I hereby agree to pay an additional "rent of 7*l.* per statute acre for all land that I "shall so mow or plough, and the same addi-"tional rent on the marsh field in case of my "neglecting to seed it. Income tax and marsh "rate to be paid by Mr. Davies. Tithes, poor, "and highway rates due up to 13th day of "November next to be paid by me. Mr. "Davies reserves the right of sporting." Then I continue: "Henceforth he was obliged to "retake the land every year, with no security, "that he should hold the land further than the "following Michaelmas. He felt that he was "unreasonably oppressed, and gave up his "tenancy in 1884. Subsequently several per-"sons applied to Mr. Davies for the farm, and "the plan he adopted was for every applicant "to state how much rent he would give. The "Applicants advanced their offers one over the "other, and it was ultimately let to one" (I need not name him perhaps) "who did his "best to farm it in accordance with the stipula-"tions of his landlord. It turned out a failure, "and in two years all his stock was sold by the "landlord for the rent, and that for remarkably "low prices, as much of the stock was not in a "condition for the market. At present it is let "every year to a farmer who does not reside at "the place, on the same conditions as formerly, "and with permission to cut hay from the same "field. About 18 acres are almost worthless, as "they produce hardly anything but rushes, and "the tenant is not allowed to cut as much as a "bundle of them. If the land were properly "cultivated, it would give work to labourers, "profit to the tenant, and an addition to the "wealth of the country.

Chairman—continued.

"Mr. Chambers, Carrog, held 60 acres of land under the same gentleman. This tenant dealt considerably in cattle, and so pasture land paid him best; but about 20 acres began to produce rushes to such an extent that he decided to plough two fields, and he intended to cultivate, manure, and seed them in the best manner, so as to have new turf; but this was contrary to the wishes of the landlord, and he gave the tenant notice that he was taking the two fields (about 13 acres) from him, and advancing 7*l.* in the rent in addition. Mr. Chambers refused these terms, and gave up possession.

"In the year 1883 a farm called Fferam, under the same landlord, became vacant, by the tenant becoming bankrupt. The tenant was refused permission to live in the house, and it has been empty up to this day. The house and outbuildings are speedily getting into ruins. For some years the land was let by public auction, but since some time now the auctioneer lets it by private treaty in lots, but the cattle must be cleared off the premises every year by the 13th November. The land decreases in value for want of cultivation and manure. Scores of acres of the marsh are under rushes, which are not allowed to be cut. I hold one field of it myself, and if I had security for it for more than twelve months I would pay the same rent, and would apply a good sum of artificial manure to it, which would improve the nature of the land and the produce.

"About the year 1885 a farm called Dafarn Newydd became vacant by the death of the tenant. The house has been unoccupied since that time, and the outbuildings have fallen into ruins. The land is let by the year to Mr. Thomas, draper, for grazing purposes only. The whole of it is in a very poor condition for want of cultivation and manuring, and there are about 15 acres of it producing gorse, and which are no better than waste land. If Mr. Thomas had security of tenure and permission to cultivate it properly the land would produce three times as much as it does at present.

"In the same neighbourhood there is another farm, Tyddyn Adda, comprising about 14 acres, which is let by the year for grazing purposes, and the house empty. I know of other tenants under the same gentleman who are not allowed to plough any or cut hay except with his consent, and they do not know until the end of September whether they shall remain after the following 13th November. Mr. Davis refuses to open watercourses on other lands, or catch moles, which are allowed to multiply, and cause loss and trouble to neighbouring farmers.

"The tenants of the estate are tied in such a manner that they dare not make the least improvements, not even a yard of drainage, without the consent of the landlord, because if they do so without permission they are liable to pay a fine of 10*l.* per statute acre; and the consequence of this is they are obliged to be satisfied with leaving things as they are. I know of one tenant who is obliged to sell his stock now, because her landlord would not allow her to raise a hay crop; therefore he has no fodder for the winter. I also know of instances where the houses and buildings are now in ruins, and the landlord refuses to build new ones or reduce the rent. Similar complaints are to be heard from other parts of the country.

"Nine years ago Mr. Thomas removed from Llangristiolus to another farm under the same gentleman (Mr. Robert Davies) in Llandyfrydog. The rent for the former tenant was 90*l.*, but Mr. Thomas agreed to pay 120*l.* a year, on condition that the landlord should erect outbuildings. That promise has not yet been fulfilled, and on that account the tenant is obliged to leave a number of his cattle out, which has caused him several losses. The landlord allowed an abatement of 2*s.* in the pound to the tenant for some years, but this was afterwards withheld for two years because the tenant cultivated a field that produced nothing but gorse and thorns. He spent much money bringing it under cultivation, draining and manuring the field, in consequence of which the abatement was withheld for two years, which meant that the tenant had to pay a penalty of over 24*l.* for having improved the land.

"The landlord keeps a man to visit all the tenants, and to report all their doings to him. The tenants are on this account often summoned to appear before him, and they feel that they do not enjoy the reasonable privileges of the subjects of a free country.

"The result of all this is a decrease in the population of the neighbourhood. The labourers have been obliged to remove to other districts, and the labourers' cottages are empty, while others have been taken down. The land of the country is in the hands of a comparatively few persons, and it would be well if some farms were subdivided so as to create small holdings for labourers. The occupiers of small farms generally cultivate the land better, and are able to pay higher rent and grumble less. More labourers might be employed on the farms if they were sufficiently cultivated; the chief obstacle to this is the right of the landlord to send a tenant away or raise his rent. The labourers are neglected too much. There is no proper accommodation provided for those who are lodged on the farms, and many labourers' cottages are very unfit for habitation. The standard of comfort enjoyed by them is but very low as compared with that of the majority of the farmers, and extremely low as compared with that of the landlords."

Sir *John Llewelyn.*

20,746. So the competition rents are a failure?—I wish to answer all questions in Welsh, please.

[The evidence was subsequently interpreted by Mr. Richard Jones.]

20,747. I think you tell us that the property decreases in value in consequence of what you have pointed out?—The land is considerably

Sir *John Llewelyn*—continued.

depreciated in value owing to the harshness of the clauses in the agreements.

20,748. The first paper you put in, is 27 years ago, and the last is 10 years ago?—Yes.

20,749. Is Mr. Davies alive?—Yes, as far as I have heard. I think he was alive yesterday.

20,750. You do not put him up as a model landlord?—I do not.

Chairman.

20,751. Some questions are handed up by Mr. Owen Wynne: "May I ask if the landlord "you are speaking of is a Liberal?"—I do not think he is very liberal towards his tenants.

Chairman—continued.

20,752. Is he a Liberal in politics?—I do not know, I am sure.

20,753. "Is he a Nonconformist?"—I believe he is.

20,754. "Do you think farmers would wil- "lingly give up part of their land for the purpose "of giving land to labourers?"—Farmers, do you mean? [*Question repeated.*] No, I do not think so.

20,755. You do not think they would?—No.

20,756. Then there are two questions by Mr. Owen Williams: "Do you sell basic slag?"—I do.

20,757. "If so, what is your opinion of it as "a fertilizer?"—Well, I consider it the best of all.

The witness withdrew.

Mr. Richard Owen called and examined.

Chairman.

See 20,211 –53.

20,758. We have one question, and only one, I think, to ask you. Do you remember a conversation about Treriffri farm with Mr. Hughes, who was a builder and agent? You know the circumstances of the case?—Yes, my Lord.

20,759. What was said?—He asked many a time on what terms we were building there, and I refused to give him an answer, because we had special terms by the agent at the time. He never mentioned anything that there was a misunderstanding until we had finished all the farm buildings.

20,760. Then you contradict his statement?—Every word.

Chairman—continued.

20,761. You contradict the statement that you asked him not to speak to the agent?—Yes.

20,762. And you corroborate what Mr. David Owen has stated as well?—Yes, every word that he said.

20,763. You substantiate Mr. David Owen's evidence in every particular?—In every particular way.

20,764. And the whole thing was a misunderstanding between you and the agent, and you did not in the least understand what he thought you did?—Till we finished the buildings.

20,765. Till the whole thing was over?—Yes, my Lord.

The witness withdrew.

Mr. John Roberts called and examined.

Chairman.

20,766. Will you give your evidence in English?—By your permission, my Lord, I will read an application of mine to Sir Richard Bulkeley for compensation. I think that will show the merits of the case better than what is specified on the paper I have sent in.

20,767. I will first of all read your statement, in order that we may know the circumstances of the case.

"The evidence of John Roberts, Britannia Terrace, Llanfair, P.G.

"I have been a tenant farmer for many years, and my evidence will relate to the estates of Sir Richard Bulkeley, Baron Hill, and the Reverend C. B. Griffiths, Stoke Vicarage, Chester.

See 21,800 –9.

"I shall first refer to Ty Hen, Llanynghenedl, formerly the property of Sir Richard Bulkeley, whose agent is Mr. W. M. Preston. The acreage of the farm is 230, and the rent was 226*l.*, including the tithes. It was held on lease. The only value of a lease is its security of tenure for a specified period; because, when temporary abatements are given, a yearly tenant generally receives more than a leaseholder. The rent of

Chairman—continued.

Ty Hen was considerably raised within a period of 50 years. My late brother, who was the tenant, had expended about 2,000*l.* on it in permanent and unexhausted improvements, such as erecting buildings, draining, fencing, &c. This amount was paid over again to the landlord, in the increased price the farm fetched on that account, at the sale which took place a few months ago. The tenant received no compensation after farming in an economical way for over 50 years, during which time he had spent his profits and should-be interest on his capital, except a trifle, in improving the farm. I admit that Sir Richard Bulkeley gave an opportunity (if it could be called so) to the tenants of the farms that were to be sold, to purchase their holdings by private treaty, but it was only an opportunity afforded of purchasing property without knowing its price, as there was no amount fixed by the landlord.

"Prysowain, in the parish of Llechcynfarwydd, on the estate of the Rev. C. B. Griffiths, Stoke Vicarage, Chester, was formerly held by me. It comprises 121 acres, and the rent in 1862 was

Chairman—continued.

111*l.* In the year 1875 the rent was raised to 120*l.* without any re-valuation, and there was no reason for the advance except the improvements, to the amount of 360*l.* odd, I had made on the farm. In 1885 I received a notice to quit, accompanied by a letter stating that the farm was to be sold by auction. In preference to breaking up my home I purchased it, the effect of which was an annual increase of 32*l.* in my rent. It is very seldom that the purchase of a farm by a tenant in the county does not result in increased rent, the auctioneer at the sale being at liberty to bid as often as he wishes.

"There is not a sufficient number of labourers in Anglesey, and their wages are much higher than formerly. In 1838 the wages of the best man on the farm were 10*l.* a year and his keeping. In 1852 they were 18*l.*, and in 1893 they are 28*l.*"

That is the statement. Now will you kindly read the correspondence that ensued upon that?—First of all I will read the letter I wrote to Sir Richard Bulkeley asking for compensation:—

"Sept. 8th, 1893.

Sir Richard H. W. Bulkeley, Bart.,

Being one of the representatives of your late tenant, W. Roberts, Ty Hen, Llanynghenedl, I beg to address you these few remarks with regard to the sale of Ty Hen. Our family have been the tenants of Ty Hen for centuries, and we were anxious for Ty Hen to remain in the family; and in order to secure that, I made an offer previous to the sale to Mr. Dew."——

20,768. I understood that Sir Richard Bulkeley has not refused to pay compensation, and that the claim will be settled after November 1893?—If you will please read his replies I think you will find that it is different.

Sir *John Llewelyn.*

I do not want it to appear that we prejudge this matter. We ought to guard against giving any opinion upon a matter which is now *sub judice*—which is a matter of legal question between landlord and tenant. If the matter is in the Law Courts I think we had better not go into it.

Chairman.

20,769. Is this a matter that is before any lawyer?—Oh, not at all.

20,770. Very well, then. Will you proceed?

"I took into consideration that there was a a lease on it, but also that the rent had been raised considerably during the last 50 years, so that the real worth of the lease was its security against disturbance, as I consider that the rent of Ty Hen is high enough. My late brother had expended about 2,000*l.* on it in unexhausted improvements, but that amount has been paid to you, in the increased price given for Ty Hen, on that account. I feel justified in drawing your

Chairman—continued.

attention to the manner in which the sale was effected, thinking perhaps that the merits of the case had not been explained to you in conjunction with my offer. We cannot think that you will consider taking from us all the value of the unexhausted improvements fair, I consider it unjust; so I hope you can offer us compensation for the improvements mentioned, so that there will be no need for me to appear before the Commission.

Your most obedient servant,

JOHN ROBERTS.

Britannia Terrace,
Llanfair P.G.,
Anglesey."

—That is my letter.

20,771. What is the answer to that?—Here is the reply:—

"Estate Office, Baron Hill,
Beaumaris, Sept. 11th, 1893.

To Mr. John Roberts,
Britannia Terrace,
Llanfair, P.G.

Dear Sir,
Ty Hen, Llanynghenedl.

I am desired by Sir Richard Bulkeley to acknowledge the receipt of your letter of the 8th inst., and to inform you that this is the first intimation he has received that the representatives of his late tenant, Mr. Roberts, of Ty Hen, were about to ask for any compensation. It will be within your memory that Sir Richard Bulkeley offered an opportunity to all his tenants on the farms to be sold, to purchase their farms by private treaty, the object of this offer being that as few of his tenants as possible should be disturbed in their holdings, they securing to them any subsequent benefit arising out of the expenditure made by them on their improvements. Sir Richard Bulkeley is glad in this case that the representatives of his much respected tenant have secured the farm, and the benefit arising out of the expenditure on the farm will accrue to them." (That is not the case; the representatives failed to buy the farm.) "Sir Richard Bulkeley is unaware of the late Mr. Roberts ever complaining of his rent being too high, and he certainly never asked for a reduction.

With regard to the price, the excellence of the farm, and its situation in close proximity to the railway, Sir Richard does not think it too high. In fact he has bought land himself without the advantages of this farm, at the same rate of purchase. Again the late tenant has for years reaped the benefit of his own improvements, and what benefits remain, will as before stated, accrue to his family. Under these circumstances he cannot see that you have any reason to feel aggrieved in the matter.

With regard to your appearing before the Royal Commission, that is a matter entirely for your own consideration, and Sir

Chairman—continued.

Richard is not likely to be influenced in his dealings with his tenants by their appearance or non-appearance there.

Yours faithfully,
WILLIAM M. PRESTON."

I found that Sir Richard and his agent were labouring under a great mistake there. It seems by that reply that they thought we had bought the farm. Now, here is my answer to that:—

"September 20th, 1893.

To W. M. Preston, Esq.

I beg to acknowledge the receipt of your letter of the 11th inst.

"I am sorry that my letter of the 8th inst. has to a great extent been misunderstood. I acknowledge the opportunity given by Sir Richard Bulkeley to the tenants of the farms to be sold to purchase by private treaty, but as you must be aware, from my letter of the 8th and from the account of the sale given you, I suppose by Mr. Dew, I failed to become the purchaser of Ty Hen, and the farm passed out of the family with all the benefits accruing from the unexhausted improvements. You admit the excellence of the farm, and you take for granted that the improvements and benefits arising out of the expenditure on the farm will accrue to the family. I maintain that the excellence of the farm was the work of my late brother, the tenant of Ty Hen; and to show the extent of his expenditure, I beg to state the following facts. He was a tenant at Ty Hen for over 50 years. He expended in building, fencing, draining, &c., about 2,000*l.* in improving the farm. His rent during that period was considerably raised. The present condition of the farm clearly shows his expenditure. On account of the reasons above stated, I humbly beg the consideration of Sir Richard Bulkeley to compensate us to some extent.

Yours truly,
JOHN ROBERTS.

Llanfair, P.G."

Here is the reply to that letter:—

"Estate Office, Baron Hill,
Beaumaris, Sept. 25, 1893.

To Mr. John Roberts, &c.

Dear Sir,

Ty Hen, Llanynghenedl.

With further reference to your letter of the 20th inst., which I have laid before Sir Richard Bulkeley, I beg to say that when my letter of the 11th inst. was written to you, Sir Richard Bulkeley and myself were under the impression that Ty Hen was purchased by the representatives of the late Mr. Roberts. This we find was not the case, and therefore your letters shall

Chairman—continued.

have further and careful consideration; and I will communicate with you again on the subject.

Yours faithfully,
WILLIAM M. PRESTON."

That promised communication has not been made.

Sir *John Llewelyn.*

20,771. What is the date of that last letter?—It is September 25th.

20,772. This year?—This year, yes.

Chairman.

20,773. That is of very recent date; it was only written about a fortnight ago, was it not?—It was written on September 25th.

20,774. And to-day is the 12th October. You do not consider the matter closed in any way, yet?—Well, it appears to me by this reply that the chance for compensation is very weak.

Sir *John Llewelyn.*

20,775. I hope you will get it?—Well, I hope so, but I think it is a wild goose chase. Then, my Lord, about this other case of mine, the farm where I was farming.

Chairman.

20,776. You are not the tenant of that farm now, are you?—I am partly tenant. I am one of the representatives, and my brother died without a will.

20,777. You are not a tenant of Ty Hen now?—No, but part tenant; there are three of us in a manner of speaking, tenants of Ty Hen now.

20,778. Then you are still the tenant of the new landlord?—I never was a tenant of Sir Richard; my brother was.

20,779. But the family is still on the farm. Is your brother still on the farm?—There are a brother and a sister of mine on the farm now.

20,780. They were not turned out?—No. There is a lease of it for eight years yet.

20,781. I think we understand the other case very well. We have nothing to ask you. We are very much obliged to you for coming before us?—With regard to this case of mine, on the place where I was farming which is called Prysowain, in the parish of Llechcynfarwydd, as the evidence shows, I became the tenant in the year 1862 at a rental of 111*l.* a year.

20,782. You have been good enough to tell us all about that; we need not go through all that again. You have nothing more to say? That is the whole of your story?—That is the whole of my story unless there are some questions to be asked.

The witness withdrew.

Mr. Isaac Taylor called and examined.

Chairman.

20,783. Would it be equally convenient to you not to go through the tremendously long heap of questions contained in the Syllabus, because there are a great many things that we have been told over and over again, and we have a great many witnesses to take?—Yes, I have it in a smaller form.

20,784. Then you will tell us simply about Lady Vivian's estate and not go into other matters?—Very well. I will read my condensed statement:—

"Lady Vivian's Anglesey estate, situate in the parishes of Pentraeth, Penmynydd, Llanddyfnan, Llanfairmathafarneithaf, Tregaian, and Llansadwrn.

"Statement of the agent, Isaac Taylor, of Coleshill, Bagillt, Flintshire.

"I have acted as agent of this property for 45 years (with the exception of a break of two years, 1851 and 1852), having succeeded my father at his death in 1848.

"I am able to converse and generally do converse with tenants in the Welsh language.

"*Plas Gwyn Estate.*—The acreage of the old estate is about 3,211 acres. The rental of this portion in 1846 was about 2,911*l.* The rental of the same in 1892 was about 3,068*l.*"

20,785. It has only been raised 157*l.* since 1846?—Yes—157*l.* Then:—

"*Plas Llanddyfnan Estate.*—The Plas Llanddyfnan estate came into Lady Vivian's possession in 1875. It comprises about 354 acres, and the rental at that time was 382*l.*, the rental for 1892 being 364*l.* There were nine tenants in 1875. There have only been two changes, viz., Plas Llanddyfnan and Gwenllian. Six of the tenants are still on their farms, and the widow of another succeeded the husband; the reduction on this portion being 20*l.* on Plas Llanddyfnan, and an advance of 2*l.* on the mill in consideration of alterations made.

"The total acreage of the whole estate is about 3,565 acres.

"*Plas Gwyn Old Estate.*—Since 1846 the rental has increased from about 2,911*l.* to 3,068*l.*, showing an increase of 157*l.* This was caused principally by the falling in of old leases, in which cases the tenants or their relatives succeeded in the occupation of the farms. In one case the widow is now tenant, and new farm buildings and house have been built by Lady Vivian at a considerable cost.

"On the whole estate there are 13 tenants whose rents amount to 10*l.* and under, and 31 to 5*l.* and under. There are 22 tenants whose rents amount to 50*l.* and under, and 6 tenants to 100*l.* and under, and 15 to over 100*l.* There are 15 holdings under 2 acres, 6 under 5 acres, 9 under 10 acres, 7 under 20 acres, 15 under 50 acres, 6 under 100 acres, and 13 over 100 acres.

"The tenants generally, if able, cart materials for buildings and repairs free of charge. It has also been the custom (but it is not compulsory) for the tenants who have teams to assist in the cartage of coal to the mansion from Red Wharf and occasionally from Llanfair Station. From 1852 to 1873 and 1881 to 1887 no cartage was done by the tenants, the mansion being let for 27 years.

Chairman—continued.

"*Game.*—The game is preserved at Plas Gwyn, but mostly on land in hand. The rabbits are kept principally in warrens, fenced by wire netting, and very few complaints are made by the tenants. There is very little corn grown near the coverts. Compensation is paid if there is damage near the coverts. For the last five years the average value of corn, &c., purchased for feeding game was over 135*l.* per annum. In some cases, where damage was done to corn near the coverts, the crop was purchased from the tenants by agreement. Some of the tenants or their sons or servants assist in beating covers two or three times a year, and are glad to come without payment. Game and rabbits are given them.

"*Rents.*—1886–1887–1888, 10 per cent. abatements on rents; September 29th, 1892, to March 25th, 1893, 10 per cent. Permanent reductions on Plas Gwyn estate, 36*l.* 6*s.*, and on Plas Llanddyfnan estate, 18*l.*"

20,786. What Lady Vivian is this; is she the widow of the late Lord Vivian?—Yes.

20,787. Is she the mother of our present Ambassador in Rome?—No.

20,788. Stepmother?—Yes.

20,789. Stepmother of the present Lord Vivian?—Yes. I may state with regard to tenants beating for game, they are always very glad to come; they get a good feed, and all that sort of thing; they get game and rabbits; and they are in fact much offended if they are not invited.

20,790. There is no obligation on them to go?—No.

20,791. It is not enforced?—No.

20,792. I have some questions sent in by Mr. Owen Wynne: "Does any question of "religion or politics ever influence you in your "dealings with the tenants?"—Never, I think. I should have hard work to pick out a Churchman amongst 80 or 90 tenants. I do not think there is more than one real regular one.

20,793. "Are you a Churchman yourself?"—Yes.

Mr. *Richard Jones.*

20,794. Do the tenants exercise their rights under the Ground Game Act?—Yes.

20,795. Generally?—They do generally, yes. I did pay a man one year, for his right to the ground game, which I had no right to do, I suppose, but it was very unprofitable; we had better have let him have it.

20,796. Are there many cases where compensation has been paid?—No, only two this year, small amounts. The pheasants are all in the park round the mansion; Lady Vivian has that in her own hands; and as soon as the birds begin to get big enough to ramble about we keep men—we have them now all round the place—

Mr. *Richard Jones*—continued.

to keep them in the covers and prevent them straying off.

Chairman.

20,797. Questions by Mr. Ellis Jones Griffith: "Is there a clause in the estate agreement bind- "ing tenants to cart coals from a ship at Red "Wharf Bay to the Manor (Plas Gwyn), a "distance of about 2 miles?"—No. I will give you a copy of the agreement [*handing same*]. They are not bound to do it.

20,798. "How many Welsh-speaking tenants "are there on the estate?"—Oh, I should think they are nearly all Welsh.

Chairman—continued.

20,799. "How do you carry on conversation "and negotiation with them?"—I speak to them always in Welsh.

20,800. You can speak Welsh then?—Yes. There is another statement I have here showing the principal tenants and the time they have been there.

20,801. I dare say some of them have been on the estate some considerable time?—Yes.

20,802–3. It will be interesting to have that as part of your evidence?—Very well. (*See Appendix.*)

The witness withdrew.

Mr. David Williams called and examined.

Chairman.

20,804. You are a tenant farmer?—Yes.

20,805. Of Trefriw, Aberffraw, on the Bodorgan estate?—Yes.

20,806. What would you wish to tell the Commissioners?—I have something here in writing. I would rather give my evidence in Welsh, but I will try to speak English, as it will be better for the Court, I suppose.

20,807. Yes, if you will kindly try?—"My Lord President and Commissioners. I wish to submit evidence on the agreement that is between my landlord and his tenants. Undoubtedly—and I can vouch for all the tenants as well as myself—there is not a better, more generous, and sympathetic landlord in the whole of the Principality, and through his agent, he being a Welshman by heart and deed, and thoroughly trained for the post of land agent, the landlord and he manage the estate in the most practical and efficient manner. All disputes that arise between landlord and tenant are, on the whole, settled equitably and satisfactory for both sides. The estate being hereditary for the Meyricks, the farms are almost invariably so for the relatives of the tenants of the estate.

"A few years ago the tenants were asked by the landlord, through his agent, to consider the agreement between them, but owing to the fact that the penal clauses were never enforced, and that various abatements were and are yearly granted, the tenants left things to go on as before. No doubt there is a feeling among the tenants that the agreement should be changed, and this is enhanced as the tenants are finding that large owners are continually selling small and large portions of their estates. Far be the day that such will be the case on the Bodorgan estate; but should the past and present good feeling existing between landlord and tenant be disturbed, or that unforeseen circumstances should cause a change of ownership and stewardship, &c., and the prevailing disastrous depression in the farming industry continue, the tenants feel that to occupy their farms under the present

Chairman—continued.

agreement, should it be enforced, is to imperil their investments and dishearten them in their efforts.

"The principle upon which the farmers and others have been and are acting, is to try and get a farm anyhow, quite irrespective of the nature of an agreement. The least clue of a farm coming vacant, endless applications are at once sent for it, under any conditions, and should the acreage of the estate be double what it is, the landlord should have no difficulty in letting the farms, and the greatest land agitators of the day are the first to take the farms and give a higher rent for them. No doubt there is a deal of truth in the saying that permanent reductions are not granted, owing to this absurd thirst for farms, and that by farmers themselves, and those that have earned little profits from trade.

"Respecting our agreement, I am of opinion that, while some of the clauses are unobjectionable, others require revision, and some to be cancelled altogether. The agreement between landlord and tenant should be very simple, such as would encourage, if possible, better farming; the landlord to have the farm kept in good repair and tenantable, with few stipulations as to impoverishing the soil, as to game, quarries, mines, &c., and the tenant to have freedom of cultivation, and full liberty to sell the produce, with few stipulations as to notice to quit, compensation for improvements of land, and building, &c.

"Should I be asked questions respecting a Land Court, whether I am for it, my reply is in the negative, as I am firmly of opinion that it would create a wide gulf between landlord and tenant. If there should be a court at all, its function should be to put a stop to this unreasonable grabbing for land. The majority of the landlords in my opinion will always be ready to meet their tenants; they are not the class of people land agitators wish to make them appear in the sight of the country. The tenants of every estate should be loyal to each other, and unite together to put their grevances before their landlord. The result of this in my opinion will

Chairman—continued.

be far better for the welfare of the tenants than a Land Court.

Sir George Meyrick grants one great advantage to his tenants by receiving his rents once a year only; also when Mr. Meyrick became of age, Sir George made known that all his tenants were allowed to kill all the rabbits on their farms, which allowance was granted before the Game Law Act was passed.

The law of trespass should be amended "respecting gathering mushroms, &c., the opening "of gates, and pulling the fences down."

Mr. *Richard Jones.*

20,808. Are you giving evidence on your own account, or do you represent other people?—On my own account. I would not come on any other account, only myself.

20,809. You have not been asked by anyone?—I am on my own account, of course I am in co. with the tenants.

20,810. But you are not representing them in any sense. You have not been sent by the tenants?—The tenants wish me to speak on the agreement.

20,811. Did you have a meeting of the tenants, and were you sent as a deputation, so to speak, to appear before the Commission?—I was with the tenants.

20,812. You had a meeting?—Yes, we had a meeting together.

20,813. And you were appointed?—I was appointed.

Mr. *Richard Jones*—continued.

20,814. To give evidence?—Yes.

20,815. I do not know whether it is too much to ask you who composed your evidence?—You do not think I have been able to do it myself, I suppose. We were together.

20,816. Who were together?—I do not see that I can answer that—as tenants.

Chairman.

20,817. Mr. Williams' question I shall not put. The following question is from Mr. Ellis Jones Griffith: "Do you agree with Sir George "Meyrick's agent that there are several op-"pressive clauses in the agreement." You have said that?—I said that in my evidence.

20,818. "Did you say that the farms might "be let for double the rent that is now paid"?—No, I did not say anything about it. I said that if there were double the farms, there would be plenty for them, because going on to the Bodorgan estate is a good thing. Everybody will be glad to enter.

20,819. None of these questions which are handed in are very relevant. The only question of Mr. Griffith's that I shall put is: "Would "you wish to have compensation for improve-"ments?" You would like that?—Of course.

20,820. And you would like to have security of tenure?—I would not care to have security so long as this party would live, but we cannot foresee beyond that.

The witness withdrew.

Mr. Owen Edwards called and examined.

Chairman.

20,821. Are you a tenant farmer?—Yes, my Lord.

20,822. Who is your landlord?—Sir George Meyrick.

20,823. What do you wish to say to us?—I produce my statement. Will the secretary please read it for me? I cannot read it very well.

The following statement of the witness was read:—

"I am an occupier of a farm, the property of Sir George Meyrick, Bart., the acreage of which is 524 acres, and I wish to give evidence of what I find to be a great injustice to the farmers, viz., the taxation of land.

20,824. What is your rent?—My rent is 495*l.*

[*Statement continued.*]

"The time has come that a radical change should take place in the great question of taxing, and I trust that the Commissioners will see that the subject will have full and careful attention when drawing out their report for the consideration of a higher tribunal.

"I will only very briefly run over what is clearly an injustice to the farmer, and that affects the income of the landlords, expenses of the tenant, and the wages of the labourer.

Chairman—continued.

"The most prominent charge on land and other forms of real property, is the poor rate. In remote cases the practice was that every person should contribute to the maintenance of the poor according to his means. It was a fundamental feature in the Poor Law Act, 43 Elizabeth, that, not only every occupier of real property should contribute, but every inhabitant, and thus personal property, stock in trade, and other like property in the parish was made to bear its proper share of the burden. The principles of the Act mentioned remain intact, but with a very important exception, the personalty has ceased to contribute, and, no matter how wealthy a parishioner may be, he is not asked to pay anything to the poor rate beyond the rateable value of a house occupied by him. He is exempt from paying further than this, under the Expiring Laws Continuance Acts. The radical change in personalty requires serious consideration, especially when so many fresh charges have been heaped, on what was once a pure and simple poor rate. Its name is a complete misnomer. If they are able to

Chairman—continued.

collect taxes on personal property for imperial purposes no difficulty should arise for collecting local and union rates.

"In my opinion the governing principle of the law as it stands does not apportion the burden fairly between occupiers who live on their means, or earn incomes from trade and occupy houses, and those that earn their living from the land. No doubt the present system is essentially wrong and very unjust, for it can be conclusively proved that under the existing conditions a farmer pays to the poor rate about ten times as much as private residents or tradesmen earning similar incomes. Were it necessary, numerous examples could be adduced to illustrate and substantiate this.

"Consider again the Land Tax; this was at 4*s.* in the pound on land, and 2*s.* 8*d.* on personal property. Subsequently it was imposed as a uniform rate on both real and personal property, but about 60 years ago personalty was entirely exonerated from liability, while the burden on land remained unchanged, and in this feature it resembles the poor rate which is a gross grievance.

"Another tax which adversely affects the farmer and his rent is the Property Tax. It is immaterial to whom it is paid. This tax differs from the two preceding ones, as it is levied both on real and personal property. So far there is nothing for the farmer to complain of, but it is necessary to compare the rules for assessing incomes from real property and those from trade and personalty; then it will be seen that the burden is not equitably borne. Trades and professions are charged on actual profits realized, deductions being allowed for every conceivable payment incurred in earning the income, these extending to rents, rates, taxes on business premises, to all labour, materials, and utensils used in the concern; and bad debts and losses are allowed. Poundage is collected only on the net profit of trades and incomes, while land is charged practically on its gross value, and this is a serious cause for reflection. So far as experience guides me, it appears that incomes from landed property are charged by rules which make the burden fall at least 25 per cent. more on land than it does on trade and other incomes, which are charged under more favourable rules. It is clearly shown by figures that value of land has fallen in the last 12 years from 69 million to 57 million pounds, while the profits from trade have increased in the same time 100 million pounds. We have avoided unnecessary

Chairman—continued.

detail, and some of the points involved appear at first sight to concern landlords only, but the whole subject is alike important for owners, tenants, and labourers. Every penny which is put down on land by way of taxation is a tax upon the raw material, which owner, occupier, and labourers use to obtain a livelihood. Every pound paid as rent throughout the country is taxed locally and imperially to the extent of 4*s.* in the pound, or 20 per cent. On the other hand, incomes from professions, trades, and personal property are taxed only for Imperial purposes now at 6*d.* in the pound, and pay nothing whatever to the poor rate except on the rents of houses and premises occupied. Incomes of a thousand a year are either made or enjoyed on premises valued at 50*l.*, with only payment of 6*l.* 5*s.* to the union, which is 1½*d.* in the pound on such incomes; locally and imperially, it is only 7½*d.* in the pound as against the 4*s.* in the pound paid in respect of land. We all say rents must come down: were profits and personal property taxed for local and Imperial purposes the same as land, owners of land would thus be enabled to grant larger abatements, and permanent reductions out of their diminishing incomes. Landlords incomes are so reduced that numbers of them cannot afford to live on their estates; farmers are in very bad straits; many of them have reached, and others are approaching, bankruptcy; labourers are insufficiently employed, and this to a great extent, is brought about by the inequality and injustice of the present system of taxation. If a skilled workman, earning from 25*s.* to 30*s.* a week, and paying about 20*s.* a year to the poor rate, desired to live by land, and not by his trade, he would find that directly he stepped upon the land his burden of taxation would be multiplied 8 or 10 times on a less income. Farmers receive no special benefits from the poor rate, beyond those conferred on tradesmen and private residents, and why should its operation be so grossly unequal. It provides for the poor rate, police, highway, sanitary, and education expenses, the benefits of which accrue to all classes alike, and the farmer has no monopoly whatever."

Chairman.

We have listened to your statement with much interest, and have much pleasure in having you before us to give evidence. We have no questions to ask you upon it. None of these questions which are handed in are admissible, and, therefore, they are returned.

The witness withdrew.

Mr. MORRIS WILLIAMS called.

Chairman.

20,825. Are you a tenant farmer?—Yes.

Chairman.

I see you wish to give evidence on several points. Which are the points that you consider of the greatest interest?

The Assistant Secretary.

This witness cannot understand English. He has not sent in his statement, and therefore it has not been verified. The statement which he hands in now is in English.

Chairman.

I will ask Mr. Richard Jones to explain to him that as he has not sent in the evidence before, we are very sorry, but we cannot take it now. Will you please, Mr. Richard Jones, explain to this gentleman that as his evidence has not been verified before one of the Welsh-speaking Commissioners we cannot take his evidence until to-morrow.

[Mr. Richard Jones interpreted this to the witness.]

The *Assistant Secretary.*

Mr. Vincent wishes the witness to be examined.

Mr. *Vincent.*

I understand that there is no rule that the statement should be examined by any one.

Chairman.

But we will not take a statement from a witness in a language that he does not understand, and a statement that he has not verified, and that he has not vouched as correct.

Mr. *Vincent.*

I undoubtedly agree, if I may say so, in that.

Chairman.

If you wish this witness to be examined it must be done in the proper way to-morrow. It will be impossible to take that evidence to-night. See 21,449.

[Mr. Richard Jones interpreted this to the witness.]

The witness withdrew.

Adjourned to 10.45 o'clock to-morrow.

TWENTY-FIFTH DAY.

Second Court.

Llangefni, 12th October 1893.

LORD KENYON IN THE CHAIR.

Mr. HUGH WILLIAMS called and examined through an interpreter.

Lord *Kenyon.*

20,826. Has this statement been read over to you by Professor Rhŷs and do you say it is correct?—Yes.

The following statement was read:—

"Evidence of Hugh Williams, Rhyd Dafydd, Rhôsgoch.

"I am a tenant farmer occupying the above holding and I also deal in fowls, butter, &c. I have been appointed to give evidence by a meeting of the farm servants and farm labourers of the county.

"I have been a tenant of the Marquis of Anglesey's for 35 years, and have occupied the above holding for many years. I have no complaint against my landlord with regard to anything that I have asked him. The first place I occupied on the estate was on sale, and I tried several times to purchase it, the selling being by private treaty. They ceased selling before I was able to purchase, and then I received permission to proceed to cultivate my holding. Some man got to know for how much I had been offered my holding, and went in disguise to the agent, who thought he was purchasing it for me. As I was losing my holding after having gone to some expense on it, I was requested to send in a statement of the expense. I received full compensation, together with a promise of another place on the estate, as soon as one would become vacant. I subsequently had a better place on which I have built, the landlord giving what I asked towards the expense, without advancing the rent. My landlord has never interfered with the religious or political opinions of his tenants, and when he found we had objection to the payment of tithes, he took them upon himself without advancing the rents. Although we are well treated on this estate we have no law to protect us properly, and we have no security of tenure or assurance of compensation for improvements, in case our present landlord were to die. When I asked for a lease, it was only granted on half an acre of land on which the house stands, and that for a term of 99 years.

"I have made inquiries of farmers who are tenants of other estates and I find that they are much worse off. The following are some instances of hardship:—

"1. John Thomas, Glanygors, Llanbabo, when 30 years of age married the daughter of the tenant of Bodfardden Ddu, Llanfwrog. They took the farm called Clymwr on the Baron Hill estate. They spent 300*l.* on the outbuildings, but before they had finished, the rent was raised by 5*l.*, though the landlord had allowed nothing towards the expense. The tenant died, and his widow and children then occupied the farm, but about two years ago it was put up for sale. In order to provide a home for herself and children, the widow purchased it, but had to pay over again for the buildings erected by her late husband. After purchasing it, she went to Sir Richard to try and get him to allow something towards the expense, but failed.

Lord *Kenyon*—continued.

"2. Llwyn yr Arth, Llanbabo, on the same estate. The family occupying the place had ploughed up rough land, drained and fenced it, and brought it into a good state of cultivation at their own expense; indeed they had converted what was no better than a barren and unproductive common, into arable land. They had also spent 1,500*l.* on the buildings. As the place was improved the rent was raised. The rent was advanced four times during the occupation of the late tenant. Two years ago the farm was on sale and was purchased by the tenant, who had to pay over again thousands of pounds for his own improvements, without the landlord having spent a penny on the land within living memory, except some 25*l.* compensation.

"3. Another instance on the estate of the late Mr. Bulkeley Hughes, Plascoch. Hugh Hughes had occupied the farm Brynddu, Llanfechell, for a long time, but as the landlord required the place for his brother (General Hughes) the tenant was obliged to leave, and had another farm, Clegyrog Uchaf, on the same estate. This was a farm on which several had previously failed to live, but Hugh Hughes was able to live there and improved the farm greatly. After he had erected some buildings and had done much walling, he received a notice to quit, and he knew of no reason why he should have it. He applied again for the farm, but the landlord would not listen to him and he had to leave, and this appeared to have hastened the death of the tenant's wife. The tenant with his wife and three children had to leave without any compensation.

Lord *Kenyon*—continued.

"Small farms are generally higher rented than large farms. Farmers' children suffer, as their parents are unable to pay them wages. Farm servants also suffer for want of sleeping accommodation. Labourers' cottages are scarce and very inconvenient, and many of them are in an exceedingly poor condition."

20,827–8. You were granted a lease of half an acre on which the house stands. I suppose the farm would be of no use without a house?—I refused to accept the lease. Half an acre was not enough to get a lease upon, unless I could get a lease of the whole farm; and another thing, the rent of the farm was too high for me to take a lease upon it.

20,829. What is the rent of the farm?—5*l.* 10*s.*

20,830. The rent of the farm?—It is a small holding.

20,831. What size?—There were about 3½ acres of land and a road going through the middle of it.

20,832. Is that high, as rents of that size place go, in this district?—It is higher than places of a similar kind on the Marquis's estate.

20,833. What sort of a house is it? Is it a good house?—I built everything, but I got 25*l.* from the landlord towards it. I did not ask for anything more than that.

20,834. How much did the house cost you?—About 50*l.* including completing the place and spending money round about it.

Mr. *Grove.*

20,835. Who is the landlord?—The Marquis of Anglesey.

20,836. How many tenants has the Marquis of Anglesey—about?—I cannot say; he has a great number.

Mr. *Griffiths.*

20,837. Did that 50*l.* include the carting to the buildings?—Yes, on an average the whole expense, at about 50*l.*

20,838. Did the Marquis pay you that when you left; he gave you 25*l.*, but did he give you the other 25*l.* when you left?—I have not left; I am still occupying that place.

20,839. You said you had full compensation in the first place?—I lived on the holding under the Marquis of Anglesey, but another man bought that.

20,840. Did you not have a chance of buying that one?—I received the whole of the money I spent on that holding. When I went in on this holding there were no buildings on it.

20,841. You speak of another place, John Thomas, Glan y gors, Baron Hill?—Yes.

20,842. Who laid out 300*l.* on his farm?—He did, and more than that.

20,843. Did they compensate him?—No, not at all.

20,844. Did he not purchase the place a little cheaper owing to it?—So far as any one knows, it was a sale by auction.

Mr. *Griffiths*—continued.

20,845. Are all these on the same estate?—Llwyn yr arth and Clynwr are on the Baron Hill estate

Professor *Rhŷs.*

20,846. You are appointed to represent some body, I believe?—The labourers chiefly; but I have a little land of my own, and I have been appointed by the farmers as well. I was appointed by a committee at Llangefni.

20,847. What do you say about the accommodation for labourers in the district you know?—The accommodation is not what it ought to be, by a long way.

20,848. What is wanting is more cottages, or what?—More cottages and better sleeping accommodation for farm servants.

20,849. Where do the farm servants sleep now on the farms which you know?—In stable lofts and in outbuildings.

20,850. You think such places are not fit for the accommodation of the servants?—Yes, I know so by experience, for I have been there sleeping myself for many years.

20,851. Where do the farm servants go in the evening; is there any place where they can sit down in the farmhouse?—No, there is not.

20,852. Where do they go?—I believe that they go to the villages or anywhere. I believe that partly accounts for the immorality in the country.

20,853. What do you mean by "anywhere?"—They wander about places that they are not required to go to.

20,854. You think that leads to immorality?—Yes, I know that it does in many instances.

20,855. What would you suggest as a remedy?—That either the landlords or the tenants should arrange for more suitable places for them for the evening, and that there should be fires for them.

20,856. That there should be a place where they could sit down together?—Yes.

20,857. You think that that would keep them at home more?—Yes, and to read good books possibly.

Lord *Kenyon.*

20,858. Whose fault is it that they have not got sufficient room, the landlords or the farmers?—I am almost afraid that it is the farmers' fault. I have been speaking to the agent of a large estate in Anglesey, and he said here that no one had been ever asking him to provide sleeping accommodation for the servants.

Mr. *Griffiths.*

20,859. You consider, if the landlord was to provide accommodation in the farmhouse for the outdoor servants, that the servants would submit to go there to sleep?—Yes, I believe that a great many would at any rate.

20,860. We have heard otherwise—that the labourers would not go inside if there was

Mr. *Griffiths*—continued.

accommodation for them?—No; I can state for my own district that they would.

20,861. Do the female servants ramble about in the evenings as well?—Only on errands, because they sleep in the farmhouse.

20,862. Do you believe that many of the farm cottages have come to the ground, and there are fewer than there used to be?—Yes, a great many.

20,863. Then in those days I suppose the farm servants went into the cottages to spend the evening?—The cottages, I refer to, were for married men.

20,864. But did not the farm servants go to the married men's cottages to spend the evenings in olden times?—Yes, on occasions.

20,865. More so in your time than at present—they had cottages to go to where they could spend the evening—they cannot have cottages now?—There are cottages, but not so many.

20,866. Do you consider that there ought to be more cottages?—Yes, I do, a great many more.

20,867. Are you of opinion that if these cottagers kept a cow as well, that that would induce them to stay in the country more?—Nothing would do so much good to the country districts as that.

20,868. You consider it would be good to the country?—Yes, it would be a very great benefit.

20,869. I understand you are a fowl merchant?—Yes.

20,870. Do the farmers in this neighbourhood rear much poultry?—Yes, a great number, especially this year.

20,871. Why this year more than other years?—The reason is that pigs have been so dear, they thought fowls would pay better.

20,872. Do you consider a wet climate is as good for breeding fowls as a dry one?—No, I do not.

20,873. Do you not think if there was better accommodation for the farmers to keep their fowls indoors, that they could breed poultry to a better profit?—Yes, they have to go out as well.

20,874. I want to know, do you think that the farmers have proper houses for keeping fowls as they should have—to keep them in when it is wet?—No, they have not, except in very rare instances.

Lord *Kenyon.*

20,875. With regard to these two farms of Sir Richard Bulkeley, Clymwr and Llwyn-yr-arth, did he not offer them to the tenants before the public sale?—Yes, he offered them for more than their value.

20,876. When he offered them at auction, did they pay more than what he offered them for?—I am not quite sure of that, as to Llanbabo.

Lord *Kenyon*—continued.

20,877. There are questions by Mr. Llewelyn Jones: "Do you think the farmers would be "glad to take leases, provided they were offered "on favourable terms?"—Yes, I do.

20,878. "Do you consider the manner in "which farms have been put on sale, so as to "fall to the highest bidder, fair to the tenants "who have made improvements?"—No, it is not, by a long way.

20,879. "Are there as many labourers' cot-"tages in this district as there were formerly?" —No, there are not.

20,880. These are questions by Mr. Owen Wynne: "You have no complaint to make of "your treatment on Lord Anglesey's estate?" —No, I have not.

20,881. "You say small holdings are dearer "in proportion to large ones?"—Yes.

20,882. Do you consider that the cost of buildings and repairs on such holdings are out of proportion to the rent?—Yes, I consider so, and for that reason I say that the rent of small holdings ought to be higher.

20,883. "If the labourers are to have land to "keep cows, would the farmers be willing to "part with some of their land for this pur-"pose"?—No, I do not consider that they would.

20,884. Farmers would not?—No.

20,885. It is rather difficult for the labourer then. "Would not some of the farms that were "bought by tenants on the Baron Hill estate "fetch far better prices even now"?—I have no reason to think that.

Professor *Rhŷs.*

20,886. I only want to ask this. You said the farmers would not be willing to give them plots of ground to keep a cow or so. What would you say if the County Council, or some other authority, did that?—I should like to see that.

Lord *Kenyon.*

20,887. Where would the County Council get it; they would have to get it out of the farmer, would they not?—But the farmer should be compelled to allow it.

Mr. *Griffiths.*

20,888. Do you think that so many of these small farms being sold in the neighbourhood discourages the tenants to improve their farms as they otherwise should?—Yes, it does, and for that reason the land in Anglesey is not half cultivated, as it should be.

The witness withdrew.

Mr. John Hughes called and examined through an interpreter.

Lord *Kenyon.*

20,889. Has this statement been read over to you by Professor Rhŷs, and do you say that it is correct and that it is the evidence you wish to give?—Yes.

The following statement was read:—

"Evidence of John Hughes, 20, Llewelyn Street, Aberffraw.

"I am a farm labourer, and have been appointed by a meeting of the farm labourers of the county to give evidence. My evidence will relate to the Aberffraw district.

"The General Condition of the Farming Population.

"Labourers.—I consider the hired labourers and members of the household very equal, with regard to the amount of work done by them. The majority of the labourers, as a rule, are lodged on the farm premises, and only about one per cent. live on their own finding (excepting those on the Bodorgan Home Farm). All the labourers on the farms live on their employers' finding.

"Wages.—Many fluctuations in wages have taken place during the last 50 years. About 50 years ago the average wages were about 6*s.* a week, but, in addition to this, the labourer was allowed grazing land for a sheep or two, for a cow, and a place to plant potatoes. Butter and milk were also often allowed in addition to the wages. At that period the labourer could get a house on the farm together with a portion of land for about 30*s.* a year, and the master and servant were more closely connected together than at present. In the course of 30 years from that date the wages gradually increased, so that about 20 years ago they were 12*s.* a week and food. As the wages increased the perquisites in connexion with the old wages of 6*s.* a week disappeared. During the last 20 years the wages have gradually decreased, so that by now they are only about 9*s.* a week and food; and the perquisites have disappeared entirely. Further, the houses which were then let at 30*s.* are now rented at about 3*l.* 10*s.* 0*d.* a year.

"The accommodation at meal times is fairly comfortable, and, as a rule, there is no complaint against it. There is no accommodation whatever provided for the labourers for the evening, only to let them go where they will.

"The sleeping accommodation, as a rule, is very unworthy for moral beings. In this they are placed on a level with the cattle. The condition of the labourer in this respect is in great need of improvement. The accommodation for the maid servants is very different, as they sleep in the houses, the same as the members of the household. There were in the past many more conveniences for the workmen in their dwelling-houses, than there are at present.

"The majority of the labourers live in the villages, at a distance of about a mile, on an average, from the farms. Formerly the labourers lived generally in small holdings, but by now this is a very unusual thing, and the small holdings have been consolidated with the farms. As a rule, the labourers' cottages in this district are in a very dilapidated state.

"Gardens, allotments, &c.—These are generally rented at about 3*l.* an acre. It is but fair to add that the sand-hills are free for grazing purposes, but the rabbits are reserved, so that the labourer is not allowed to kill them.

"An average of 80 per cent. of the labourers hold their dwelling-houses under the landlord of the village, and that on seven days' notice. Some of the others hold their houses under the farmers as middlemen, and some under private individuals, subject to six months' notice."

Lord *Kenyon*—continued.

20,890. Then, according to your view, the labourer is not so well off as he was 20 years ago?—No, he is not.

20,891. Who erects the cottages on your estate?—Sir George Meyrick, Bodorgan.

20,892. It is done by the landlord?—Yes.

20,893. Are you a farm labourer?—Yes.

20,894. Do you think it better to hold direct from your landlord or through the farmer. Which do you think would be the best?—The farmer would be the best, because he gives six months' notice to quit instead of seven days; it would be better that we should have six months to look out for a new house, rather than that we should have only seven days.

20,895. Are you satisfied that the farmer would keep the cottage in such good repair as the landlord?—The farmer is the best of the two yonder.

20,896. Do you think that if a recreation room was put up in the village, that the labourers would make use of it?—Yes, I do.

20,897. There is no such place now, I suppose?—No, nothing whatever of that kind.

20,898. Are there public-houses?—There are three public-houses.

20,899. Do they go there much?—Yes, a great many of them.

Professor *Rhŷs.*

20,900. You heard the previous witness's evidence, I think?—Yes, I did.

20,901. He mentioned the lack of accommodation for the farm servants in the houses. Is your impression somewhat the same?—Yes, it is.

20,902. Do you trace any evils to that state of things in your neighbourhood?—Well, I could say a good deal on that subject.

20,903. Let us hear what it is?—The day schools teach the children until they have passed Standard V. or until they are 13 years of age, and then they go to the farmers and they are put to sleep and live with the cattle, and they lose all that they have learnt in the school, and become of the same nature as the beasts. That is the truth of the matter.

Mr. *Griffiths.*

20,904. You are a married man, are you not?—Yes, I am.

20,905. Have you a garden?—Yes.

20,906. Do you raise sufficient potatoes in your garden for the use of your family?—No, I cannot.

20,907. Do you plant any potatoes in the farmer's field?—No, we have lost that right.

20,908. You are not allowed to plant any potatoes in the field now?—Not as a rule, but there are some who have an arrangement of that kind as part of their wages.

20,909. Do you not consider that the price of flour and other things is cheaper now than 20 years ago?—No, it is not so.

20,910. Who has the profit? Wheat was sold at a much higher price 20 years ago?—I believe the merchant gets it in a very great measure. The farmer at any rate does not get it.

20,911. Are the hours of labour now as long as they were 20 years ago?—No, they are not. They used to be 14 hours; now they are 12 hours.

20,912. You have gained two hours in that way?—Yes.

20,913. Do you consider that the labourers work quite as hard now as they did 20 years ago?—Yes, I do.

20,914. Do they mow with the scythe now, or with mowing machines as a rule?—They do it in both ways.

Mr. *Grove.*

20,915. Have you any land beyond your own garden?—None at all.

20,916. What wages do you get?—9*s.* per week and my food.

20,917. Is there any benefit society or club amongst the labourers that you know of?—No, there is not.

20,918. I think you said in your evidence that only about one per cent. of the labourers now live on their own "finding"?—No, on their own "food."

20,919. Is that a less number than there used to be years ago?—It is more, I think. There were none of that class formerly.

Lord *Kenyon.*

20,920. Would you mind stating what your diet is?—We have not much reason to complain as to food.

20,921. We have heard one statement as to what the food is, and all the more reason if you have no complaint to make for telling us. What do you get for breakfast?—Coffee, bread, and butter-milk; sometimes bread and butter-milk; sometimes bread and milk; and sometimes oatmeal porridge.

20,922. Is it oatmeal porridge made with milk?—Oatmeal gruel made with milk.

20,923. For dinner?—For dinner we have potatoes and butter, and we very often have meat, and butter alternately with the meat.

Lord *Kenyon*—continued.

20,924. Fresh or salt meat?—Sometimes fresh meat, sometimes salt meat.

20,925. How often do you get fresh meat?—Just as the supply happens to be; sometimes the farmer gets fresh meat and salts it for us.

20,926. And tea?—Tea and bread and butter.

20,927. And supper?—Porridge is our supper.

20,928. I suppose that finishes the day?—Sometimes butter-milk with the porridge, and sometimes fresh milk, that is to say, in summer always sweet milk.

20,929. How about "cwrw." Is there any beer given?—I never drank a drop in my life. I never drank any liquor at all.

Mr. *Griffiths.*

20,930. Are you able to work as well as other labourers?—Yes, more able than anyone who drinks.

Mr. *Grove.*

20,931. We should like you to know that two of the Commissioners are teetotallers who are before you now?—I have been working at farm-houses all my life, and coal mines and other works, and I find that those who drink lose in competition with those who do not.

Lord *Kenyon.*

20,932. Will you tell us whether the majority of the labourers are teetotallers or not?—No, the majority are not teetotallers.

20,933. Perhaps they would be, if there was a recreation ground instead of three public-houses?—I believe they would. They have been brought up well, and after being brought up well, they go to improper places in the evenings.

Mr. *Griffiths.*

20,934. Do you think it would be advantageous to a labourer to have a cow and a bit of land to keep it?"—Yes, it would be a great assistance to those who are without that.

20,935. Do you not think that farmers who have a good man would like to keep him by letting him have a bit of land to keep a cow?—It is not a custom for them to do so at present. The farms are too dear by far to the farmer. He is not able to do it.

Mr. *Grove.*

20,936. How much would an ordinary labourer spend in drink in a week—about?—I cannot answer that question, because I keep clear of them myself.

20,937. These are questions by Mr. Owen Wynne: "Is there not in almost every farm, "house a back kitchen in which the labourers "can sit if they like?"—That has been the case, but somehow the gulf has grown between the farmers and their labourers.

Mr. *Grove*—continued.

20,938. In this country are there parlours which the farmers do not occupy in their houses?—Yes, almost belonging to every farm.

Mr. *Griffiths.*

20,939. Do the farmers make no use whatever of these parlours?—I cannot say. I am not allowed to go into them.

20,940. What has been the cause of this gulf between the labourer and the farmer?—I believe that education is the cause of it.

20,941. Do you think that farmers' children are better educated than the labourers' children?—Yes, I do.

20,942. You mean the large farmers, not the small ones. The testimony we have heard elsewhere is that the labourers' children are able to attend school more regularly than the small farmers' children?—Well, that is the case, but farmers' children get superior education.

Lord *Kenyon.*

20,943. Do they not go to the same schools?—Only one out of a hundred.

20,944. What school do the farmers' children go to then?—They are sent away to be educated.

Mr. *Griffiths.*

20,945. You are speaking of the large farmers; you are not speaking of the small farmers?—The farmers on small holdings are obliged to send their children to the same schools as the labourers.

Lord *Kenyon.*

20,946. These are some more questions by Mr. Owen Wynne: "Is it not a fact that the "farmers have no control at all over their "labourers after the day's work is done, and "that the labourers will not be controlled in "the evenings?"—They have the right, but they have given the labourers freedom to go where they like after leaving off work.

20,947. I do not think you understood the question. [*Question repeated*]?—If there is necessity they will do so, otherwise they take their own freedom and go where they like.

Professor *Rhŷs.*

20,948. What do you mean by "necessity"?—I mean helping in the evening on the farms.

20,949. Were you not thinking of the farm servants rather than the farm labourers in that answer?—The paid labourer is allowed to go to his own house after leaving off work, but the servants on the farm do any work that is required of them in the evening; if there is none they take their liberty to go anywhere they like.

Lord *Kenyon.*

20,950. This is another question by Mr. Owen Wynne: "You mention that labourers cannot "kill rabbits. Where do you think they ought "to be able to kill them." That was on the common I think you said; on the sand hills?—I was speaking of the sand hills.

20,951. "Do you not think the merchants "(middlemen) are getting more profit than they "should in these bad times?"—Yes, I do, and the railway companies charge unreasonably high rates in our district, for carrying goods.

20,952. "Do you think that even if the rents "were lower the farmers would willingly give "up some of their land for the labourers to "keep cows?"—I cannot answer that question.

The witness withdrew.

Mr. J. R. Hughes called and examined.

Lord *Kenyon.*

20,953. I believe you have a statement you have to give us, Mr. Hughes. Will you kindly make it?—I will read my evidence.

"The evidence of J. R. Hughes, Coeden, Llanfechell.

"I am a tenant farmer, occupying the above holding, and am a member of the Anglesey County Council, by which body I was appointed to give evidence.

"I beg to offer evidence chiefly with regard to the insecurity of tenure, and the insecurity of compensation for improvements.

"I believe the land is capable of being made to produce much more than it does at present, but the energy of the farmers is crippled, as they are afraid of going to the expense that they would wish, when they see the farms of tenants who have spent much money being sold, and the landlord pocketing the proceeds of the tenant's improvements.

Lord *Kenyon*—continued.

"The following is one instance out of many more:—

"Glan y gors, Llanbabo, on the Baron Hill estate. See 21,048, 21,766.

"The tenant up to November 1891 was Mr. Thomas J. Thomas, now of Glyn, Llanbedrgoch. He and his father before him had spent in the course of 51 years, the following sums on the farm:—

	£	*s.*	*d.*
"Hedges and planting thorns	63	0	0
"Opening watercourses and drains	170	0	0
"Enlarging and repairing the house	180	0	0
"Other buildings	700	0	0
"Making a total of	£1,113	0	0

Lord *Kenyon*—continued.

"In the year 1891 Mr. Thomas, together with all the other tenants in the parish of Llanbabo, found that their farms were to be sold by public auction. Before the sale, Mr. Thomas asked whether he should have compensation for his improvements, when Mr. Preston (Sir Richard Bulkeley's agent) replied as follows :—

"Estate Office, Baron Hill, Beaumaris,
18th June, 1891.

To Mr. T. J. Thomas, Glan y gors, Llanbabo, Rhosgoch, Anglesey.

Dear Sir,

With reference to your letter of May 23rd, which I have submitted to Sir Richard Bulkeley, I am instructed by him to say that it is only right you should be informed that you have no legal claim whatever against him for any improvements on your farm.

At the same time he wishes to act in a fair manner in the matter.

He will fully consider your case, and whatever compensation he may think of allowing you, will depend on the sum realised for this farm at the sale. Therefore the better the price, so in proportion will he allow (if he considers it just) you for improvements.

Mr. Laurie informs me that according to the old rules of the estate, no compensation would be allowed after the expiration of seven years from the date of the outlay.

However, Sir Richard Bulkeley will be sure to deal fairly in the matter.

I am, yours faithfully,
WILLIAM M. PRESTON."

"The day of the sale came but the reserved price was so high that neither Mr. Thomas nor anyone else could purchase it. Mr. Thomas then took another farm on the Bodorgan estate, through the kindness of Mr. Prichard, Llwydiarth, and Sir Richard had to occupy Glan y gors himself for a period. Towards the end of the year, after failing to sell the farm, Mr. Thomas received the following letter from Mr. Preston, asking whether he would wish to remain tenant of the farm.

"Estate Office, Baron Hill, Beaumaris,
October 16th, 1891.

To Mr. Thomas J. Thomas,
Glan y gors, Llanbabo,

Dear Sir,

In reply to your letter of yesterday's date I will as requested send a valuer to value hay and straw on your farm in a few days. Will you inform me if you would wish to continue your tenancy, if so I will bring the matter before Sir Richard Bulkeley, on getting your reply.

Yours faithfully,
W. M. PRESTON."

"Mr. Thomas had prior to this taken the other farm, so he applied to Sir Richard for compensation enclosing a statement, of which the following is a copy, of the improvements he had made on the place after the death of his father.

Lord *Kenyon*—continued.

STATEMENT of ALTERATIONS and IMPROVEMENTS made at GLAN Y GORS, LLANBABO.

		£	s.	d.
1874	Alteration and improvement of house, approved by Mr. Laurie.	150	0	0
1875	New double cattle shed - -	70	0	0
1882–90	Facing and improving boundary fence and planting 2,000 quicksets.	30	0	0
	Facing and improving other fences and laying stone foundations.	10	0	0
1880–90	Opening of four main watercourses to dry and improve bog.	46	0	0
	Drainage of different parts of the farm.	10	0	0
		£316	0	0

In reply he received the following letter :—

"Estate Office, Baron Hill, Beaumaris,
December 7th, 1892.

To Mr. Thomas J. Thomas,
Glyn, Llanbedrgoch,
Pentraeth, Anglesey.

Re Glan y gors, Llanbabo.

Dear Sir,

I beg to enclose you a cheque for 30*l.*, a gift from Sir Richard Bulkeley to you towards money laid out by you at above. This without prejudice. Please acknowledge receipt of this.

Yours faithfully,
W. M. PRESTON."

"Mr. Thomas acknowledged the receipt of this sum, and at the same time made another application that his case should be re-considered. In reply to this application Mr. Preston wrote as follows :—

"Estate Office, Baron Hill, Beaumaris,
December 9th, 1891.

To Mr. Thomas J. Thomas,
Glynn, Llanbedrgoch,
near Pentraeth

Dear Sir, re Glan y gors.

I will make arrangements as soon as I can to settle for the hay, straw, &c., on the above farm. As regards compensation, I beg to remind you that I offered you back the tenancy of the farm which you declined. Therefore taking that and other things into consideration, I do not feel justified in advising Sir Richard to give you further compensation.

Yours faithfully,
W. M. PRESTON."

"Of course the offer, referred to in the letter, of the continuance of the tenancy had come to Mr. Thomas too late, as he only received it in the middle of October, after he had taken the other farm Finally, Mr. Thomas addressed the following letter to Sir Richard personally, but to no purpose : —

"Glyn, Llanbedrgoch,
near Pentraeth, 17th May 1892.

Sir Richard,

I beg to say that I have enclosed statement of alterations and improvements made

Lord *Kenyon*—continued.

by me at Glan y gors, Llanbabo, and I beg most respectfully to request your kind consideration of the same, with the view of my getting fair and reasonable compensation for them. I beg to inform you that I have been induced to write this, by my being impressed with the idea that it might be, that a full and correct description and information had not been given to you of the said alterations and improvements, but I am far from thinking that it arose from any unfriendly feeling towards me. I know your earnest wish to act considerately and generously towards your tenants, from your expressed sentiments on different occasions.

I beg to say that your ex-agent, Mr. Laurie, is quite acquainted with the said alterations and improvements, and I may mention that he can confirm my statement with reference thereto. I beg to state that it would have given me very great pleasure to remain a tenant of the Baron Hill estate, and I deem it my duty to thank Mr. Preston for the kind letter of inquiry of the 16th of October 1891, asking whether I would wish to continue the tenancy of Glanygors; but you will allow me to allude to the uncertainty of the said tenancy, the farm being likely to go under the hammer a second time, and having a large family, it was a matter of great importance to me to try and obtain a permanent tenancy, lest I should be without any place at all. I may also add, that I had taken the present farm previous to the receipt of the letter alluded to. You will permit me to say that I have been credibly informed that I offered hundreds of pounds more for the farm than any other bidder. It appears that the tenant of Llwyn-yr-arth (and I know of some others) has had a satisfactory compensation for what he has done, hoping the same will be extended to me. You will allow me to state, Sir Richard, that I left the farm in good order, without doing any damage or injury to anything, and I beg to say that Mr. Preston has recognised this, and expressed a wish to thank me for leaving so creditably and respectably. I may say that it is a well-known fact in the parish of Llanbabo that I considerably improved the farm during the time of my tenancy. I beg to say, Sir Richard, that I make no formal claim for a specified amount, but I beg to humbly appeal to your sense of honour and justice, hoping that you will find the circumstances of my case worthy of your honourable and just consideration.

I beg to remain, Sir Richard,
Your most obedient servant,
Thomas J. Thomas.
Sir Richard Bulkeley, Bart."

"The tenant was thus obliged to leave with only 30*l.* compensation for permanent improvements which had cost 1,113*l.* to him and his father, of which sum he personally had spent 316*l.*, within the last 17 years of the tenancy. It will be seen that the landlord had profited by the improvements from the fact that Glanygors, before the improvements were made, was only rented at 116*l.*, while some years after, the rent was raised to 126*l.*, and then, when the tenant had repaired the house, and built a shed at a cost of some hundreds of pounds, the rent was raised to 136*l.*

"There is a small farm called Gwenithfryn, in the parish of Llanfechell, which belongs to the parish of Llaneilian, and according to the parish records for the year 1814, the farm was then occupied by one David Lewis, to whom the parishioners let it at 13*l.* a year. This amount was given towards repairing the church. After some years the rent was raised to 15*l.*, and then to 17*l.* David Lewis died, and his son Richard Lewis succeeded him as tenant of the place. This tenant again died, and was succeeded by his widow. When the Reverend Hugh Thomas came into possession of the living of Llaneilian, about 20 years ago, the rent was again advanced 7*l.* to the widow, so as to make it 24*l.* The following year the widow died, and was succeeded by her daughter, who still occupies the farm, and pays 24*l.* a year. I am doubtful whether the rector had a right to raise the rent without the consent of the parishioners. If he had not, a sum of about 200*l.* has been extorted from the tenants."

Lord *Kenyon*.

20,954. Who was the rector?—The Reverend Hugh Thomas was the rector at the time.

20,955. The rector of Llaneilian?—Yes.

20,956. That is near Amlwch?—Yes.

20,957. Did this tenant of Glanygors send his statement of the claim with these letters to Sir Richard, or to Mr. Preston?—Yes, to Mr. Preston.

20,958. He sent the schedule which you have here?—Yes.

20,959. What were the "other buildings." Are they farm buildings—the 700*l.*, the last item?—Yes, I think, and repairing the house too.

20,960. Repairing the house is 180*l.*?—Yes, the outbuildings.

20,961. You do not know what the "other" includes, except you think it is farm buildings?—I do not know.

20,962. Is the tenant going to speak himself on this?—Yes.

20,963. Is he here?—No, he is not at present. He has not sent his name in.

20,964. You do not know what the rent of Glanygors was, do you?—Yes, it was 136*l.*, I think.

20,965. I mean per acre?—I do not know that.

20,966. Do you happen to know what the reserve price on the farm was?—No, I do not know.

20,967. Did Mr. Thomas ask you to come and give this information?—Yes.

Lord *Kenyon*—continued.

20,968. Why did not Mr. Thomas come himself, do you know?—I do not know.

20,969. I see here is another schedule put in of Glanygors—that was by Mr. Laurie?—Yes.

20,970. As to this Gwenithfryn, do you think there should have been a meeting of the parishioners to consider that?—I do not know.

20,971. What do you consider?—It belonged to the parish.

20,972. It was not part of the glebe. Did it belong to the rector or to the parish? I suppose it was administered by someone for the parish?—Well, he raised the rent on his own responsibility.

20,973. You think that that is not right?—That is what I think.

20,974. If the rent was to be raised or lowered somebody should have done it, I suppose. Who ought to have managed it, do you know?—No, I do not.

Mr. *Grove.*

20,975. Do you not think trustees would have been appointed in a matter of that sort?—Yes.

20,976. You do not know whether any trustees were appointed?—I do not.

20,977. Do we gather in the case where the correspondence took place with the agent of Sir Richard that the father of the tenant spent something like 1,100*l.* on improvements altogether?—Yes, the father and the son.

20,978. And when the farm was given up by the tenants they had only 30*l.* compensation. Did we gather that correctly?—Yes.

Mr. *Griffiths.*

20,979. Am I to understand that the claim of 1,113*l.* was sent in to the landlord?—Oh, no, not that.

Lord *Kenyon.*

20,980. That is the question I asked you and you said yes. The claim that was sent in was one of 316*l.*?—Yes.

Mr. *Griffiths.*

20,981. But the other claim was never sent in?—That was not the claim, but the statement of cost.

20,982. How did the landlord come to give 30*l.* on that account?—I do not know

20,983 Did he send any one to value it, or on what account did he give the 30*l.*?—I do not know.

20,984. Someone should know and be able to tell us. What was offered for the farm?—I do not know indeed.

20,985. Are these copied out of any book, or only some random statements put down?—Mr. Thomas sent them himself to me.

20,986. You cannot say whether he has copied them off anything?—Oh, yes, here it is [*handing original book*].

Professor *Rhŷs.*

20,987. I understood that 1,100*l.* odd was only a statement?—Only a statement.

20,988. The claim was never laid before the landlord, or asked for?—There was no claim for that.

20,989. Why do you think there was no claim. Did the tenant consider he had no legal right to that compensation?—Well, he considered that it was no use, I think.

20,990. He considered it no use claiming it?—Quite so.

20,991. Why, because he could not prove it, or because he could not force the landlord to pay, or how?—It had been done so far back that there was no legal claim for it.

Lord *Kenyon.*

20,992. This is a question from Mr. Preston: "Do you know anything at all of your own "personal knowledge of the statements you "have put in?"—No, I do not know personally, but I have heard a good deal spoken about this matter besides by Mr. Thomas, and I know a little about the farm.

Mr. *Griffiths.*

20,993. Did Mr. Thomas depend more upon Sir Richard's generosity, rather than think that he would fare better if he had made a claim or sent in his claim?—Yes, he says that in one of his letters—that he trusted to the honour of Sir Richard, that he would allow him to receive the compensation. And another thing was this, Sir Richard himself had promised that he would do everything that was fair and honourable towards him.

Lord *Kenyon.*

20,994. This is a question by Mr. Owen Wynne: "I suppose you are only here as the "mouthpiece of a party"—the mouthpiece of someone else?—I am not here as the mouthpiece of any party.

20,995. Do you think at all so far as you know that any tenant farmers are afraid to come here and give evidence?—There are a few.

20,996. Is not that rather cowardly of them. I see one of the papers said so the other day?—Yes, it is. The present state of the law as between landlord and tenant is such, that the tenant is afraid to come forward and give evidence.

20,997. Do you know and do the people in this neighbourhood know of the existence of an Act for the protection of witnesses before Royal Commissions?—Yes, I have frequently heard of such a thing. I do not think they are afraid in one sense, but a landlord may do many things without bringing himself within that Act.

20,998. This is a question by Mr. R. H. Williams: "By whom were you appointed to "give evidence before the Commission?"—By the County Council.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Lord *Kenyon.*

20,999. Have you gone through this statement with Professor Rhŷs, and do you say that the evidence therein contained is correct?—I do.

The following statement was read:—

"John Jones, late tenant to Sir George Meyrick, farm 42 acres.

"Our family have been on the Bodorgan estate over 120 years, 88 of which under lease and 32 yearly tenancy, and recently we bought the farm. The land is not let to the highest bidder. In the year 1863 the lease of Ysgubor Fadog expired. After a few days nine persons were asking for the farm before my father, and one offering a high rent for it, but the custom of the estate was to assess the rent according to the valuation of a land valuer, which was 7*l.* less than the other man's offer. The rent was not changed since assessed. We had deductions of 5, 10, 15 per cent. from 1883 to 1890. When a tenant I made many improvements in building, fencing, and draining, which I consider 123*l.* I sent in a bill for the same and it was paid in full. I prefer being a yearly tenant than a freeholder if a land is mortgaged, because the interest is too high on land."

21,000. I take it you are on good terms with your landlord?—Yes.

21,001. Do you think there would be any advantage in what we have heard so much of, namely, a Land Court?—On estates where the best feeling prevails between landlord and tenant I think it might do harm.

21,002. What is the feeling on your estate with regard to the agent?—Everybody likes him I believe because he is a practical farmer himself and a Welshman.

21,003. Would you say that the majority of the tenants on Sir George Meyrick's estate are satisfied with the present state of things?—I think they are in my neighbourhood.

Professor *Rhŷs.*

21,004. Suppose you were not on good terms with your landlord for one reason or another; how would you get on then?—Do you mean in regard to a Land Court or how.

21,005. How would you manage to get on with your landlord supposing there was any difference between you and you could not agree?—I would try to agree at the commencement.

21,006. Most people try to do that, but sometimes they fail to get on, as there are various sources of possible disagreement. How would you proceed if anything of that sort arose?—I cannot say; I have no experience of that.

Mr. *Griffiths.*

21,007. Who is the agent?—Mr. Thomas Prichard.

21,008. Have all the tenants you know of been compensated the same as you have, for their improvements?—I believe every tenant has, but I am not sure that every tenant has had full compensation for this reason: I have been making six bills for tenant farmers besides my own bill, and not one of the six took the same basis as I did.

21,009. What was the difference?—They lumped everything by guesswork whilst I have receipts for everything. I have a copy if you wish to see it.

21,010. Are you a Dissenter or a Churchman?—I am a Nonconformist.

Mr. *Grove.*

21,011. Are agreements generally given? Do you know of any leases?—My family was under a lease on the estate for 88 years.

21,012. Do you know anyone now under a lease?—No, I do not. I know of some in the neighbourhood who have given up their leases unconditionally.

21,013. Do you consider it is as secure to be under an agreement as it would be to be under a lease?—Yes, I do, under a good landlord.

21,014. Suppose you were under a landlord who would be likely to sell the property, how then?—I would buy it if I could get it for what it was worth.

21,015. Do you know any cases where the children of farm labourers are helping their parents—the children living away from home and sending money to their parents to help them pay the rent?—No, I do not

21,016. Do you know any farmers who have failed to pay their way?—I do not remember at this moment.

21,017. Have you any complaint to make about game?—No, I have not; there is very little game in our district.

Professor *Rhŷs.*

21,018. What you said suggests to me that you do not think the farmers keep accounts sufficiently?—The persons for whom I made out the bills had not kept any kind of accounts; they simply spoke from memory.

21,019. How many were there?—Six farmers.

21,020. About how many farmers would there be in the district round you, that you know on the same estate?—Possibly from 15 to 20, but I am not sure.

21,021. So that, according to your belief, out of 15 or 20 there were six that did not keep proper accounts?—They did not try to keep accounts. There were from 15 to 20 tenants remaining. As to the six that I referred to, the farms were sold about the same time.

21,022. That makes a difference, but you think there is a large number of farmers who do not keep proper accounts?—Yes, I believe that.

21,023. And that leads to their not being able to claim the compensation that they might otherwise do?—It is a disadvantage to them in giving the details.

Mr. *Griffiths.*

21,024. Do you think that they ever expected that the farms should be sold?—No, I do not think they did.

21,025. That is very likely the reason why they did not keep an account?—Very likely.

Lord *Kenyon.*

21,026. You are still on your farm?—Yes.

21,027. You get your compensation, although you are still on your farm?—Yes, I bought the farm.

21,028. This is a question by Mr. R. H. Williams: "Were you appointed or requested "by anyone to come forward to give evidence. "If so, by whom?"—No one asked me to come. I felt it to be my duty to come here to speak the truth.

21,029. This is a question by Mr. Llewelyn Jones: "Is not your case a very exceptional "one?"—I am not aware; there are similar cases in my neighbourhood.

21,030. What other tenant can you name who received the compensation demanded by him?—I think I could name one, who received more than he applied for.

21,031. Will you please name him?—Mrs. Elizabeth Jones, Pantysaer.

21,032. Do you know what she asked for?—No, I cannot say, but I have heard her say that she got more than the bill.

21,033. These are further questions by Mr. Llewelyn Jones: "Can you mention any other "estate in Anglesey where compensation has "been given to tenants for improvements?"—I have not been thinking of any estate, but just about my own case.

21,034. This is a question by Mr. J. Owen Hughes: "Does either politics or religion make "the slightest difference between you and your "landlord?"—So far as I know, it makes not the slightest difference.

21,035. Was the amount received by Mrs. Elizabeth Jones, Pantysaer, more than 10*l.* or 12*l.*?—No, it was only a small bill, I think.

21,036. I ask you this question myself: do you think if the accounts had been better kept, that they would have received compensation in full, like yourself?—I do not know; by putting the amount down by guesswork one is apt to put more than one should.

Lord *Kenyon*—continued.

21,037. Mr. Owen Wynne asks: "Then you "were quite satisfied with the way in which "you were treated on the Bodorgan estate?"—Yes, perfectly satisfied.

Mr. *Grove.*

21,038. I suppose you have never heard any tenants grumbling at the way in which they have been treated on that estate, have you?—No, I have always heard the tenants in my district praising.

Professor *Rhŷs.*

21,039. You said that you felt bound to come forward to speak the truth, and I understood you put some emphasis on that. What did you exactly mean?—I do not remember that I did emphasise it, but I take it that the duty of a Royal Commission is to get at the truth, and I believe it is the duty of every one in the country to speak the truth before them, on both sides.

21,040. Then you did not mean to cast any reflection on other people's testimony, I take it?—Nothing of the kind.

Lord *Kenyon.*

21,041. This is a question by Mr. R. H. Williams: "Have you not heard John Thomas, "Pantybugail, complaining on the Bodorgan "estate?"—I have not heard him complaining as to the estate, but of the new tenant, and the man who bought his place. See 21,19

Mr. *Griffiths.*

21,042. Did he receive compensation?—I think so, but I do not know how much.

21,043. You do not know whether he had what he asked for?—I do not believe that he did get what he asked for, by a good deal.

21,044. I thought you said just now that you did not know of anyone who had not been compensated?—Yes, I said that.

21,045. Now you say that this man had not been?—He has received, but not in full—not by a long way—what he asked for.

21,046. Do you know the amount he asked for?—No, I do not.

21,047. Do you know how much he received?—No, I do not.

The witness withdrew.

Mr. Thomas Jones Thomas called and examined through an interpreter.

Lord *Kenyon.*

See 20,953, 21,766–87.

21,048. Did you give this statement to Mr. J. R. Hughes?—Yes.

21,049. You did not think of giving evidence yourself?—No, I did not.

21,050. With regard to this statement of a claim of 1,113*l.*, did you keep items; have you bills to show for that?—No.

Lord *Kenyon*—continued.

21,051. Then how did you estimate them?—I made an estimate.

21,052. From memory?—Yes, the farm has been drained every eight yards of it.

21,053. The two chief items are put as 700*l.* for other buildings; can you explain that?—They were all built by my father and myself.

Lord *Kenyon*—continued.

21,054. How far back do they go?—The first buildings were built in 1844, but part of the house had been built the year before that.

21,055. That would be 1843; they go back 50 years approximately?—Yes.

Mr. *Griffiths.*

21,056. How many acres was this farm?—171 acres. That is what it was in my agreement.

Lord *Kenyon.*

21,057. Would you mind saying what the rent was?—The rent latterly was 136*l.*, after I had built a shed 20 yards long and repaired the house, that cost me 150*l.*

21,058. Did you send in a claim for that?—Yes, I had asked them before I commenced the work, whether they would make me an allowance, and they said they could not, and I said I would not do it. Mr. Laurie was the agent at that time, and he told me to do them, and to do them as well as I could, and to keep an account of what they cost me, and he said that if anything happened I should be paid it.

21,059. I thought you said first of all they refused to let you do them?—Yes, at their cost.

21,060. Then the claim you sent in was this 316*l.*?—Yes.

21,061. Then neither Sir Richard Bulkeley nor Mr. Preston knew anything about this other claim?—No; in the last statement I put down everything that my father and I myself had spent.

21,062. What was the price at which Sir Richard Bulkeley offered you this farm?—I was not informed that. He asked me how much I could give for it, and I sent him a reply.

21,063. How much?—I offered 3,600*l.*, and they refused the offer.

21,064. "The day of the sale came, but the "reserved price was so high that neither Mr. "Thomas nor anyone else could purchase it?" —Yes, it was so.

21,065. How do you know what was the price?—Mr. Dew put it at 4,150*l.*, and he asked me if I would make a further bid of 50*l.* on the day of the sale at the auction.

21,066. We have heard that Sir Richard Bulkeley offered his farm to his tenants before the sale; did he not offer it to you?—No, he did not. He did not do so to anyone, previous to that sale.

21,067. How long prior to the sale was it that Sir Richard asked you what you could afford to give for it?—This was months after the sale.

21,068. You offered this after the sale?—Yes, after the sale.

Mr. *Griffiths.*

21,069. Is Mr. Laurie dead?—No, he is alive still.

21,070. He discontinued being agent?—Yes.

Mr. *Griffiths*—continued.

21,071. Did you never apply to Mr. Laurie about the promise he made with regard to the building?—Yes, I did.

21,072. What did he say?—He said he could do nothing, but I ought to receive.

21,073. You never had his promise in writing, had you?—No, I had not. I took it that his word and that of Sir Richard were quite sufficient.

21,074. You consider you lost over 1,000*l.* because you had not got that in writing?—Yes, I do.

21,075. To whom did you make the offer for that farm?—To Mr. Dew.

21,076. The auctioneer?—Yes.

21,077. What did he say to your offer?—He said he could not accept my offer.

21,078. You say he ran up the price?—Yes. At all events, I saw no one else bidding.

21,079. Is it customary in this neighbourhood for the auctioneer to run up the price, to bid more than once for an article?—We were under the impression that he was doing so.

Lord *Kenyon.*

21,080. You put in your gross estimate 170*l.* for opening watercourses and drains; how recent are any of those?—That goes back as far as 18 years.

Mr. *Griffiths.*

21,081. Did you know that it was only for seven years you could expect compensation?—No, I did not know that. I received a promise of that kind, that if anything happened I should be paid. I had been asking about it. I had opened four watercourses across the marsh.

21,082. Can you tell me how much an acre it cost you to open these drains and close them?—It was more expensive, because the stones were so far off.

21,083. You could not tell us how much an acre it cost you?—No.

Lord *Kenyon.*

21,084. They are stone drains, not pipes?—Yes, stone drains.

Professor *Rhŷs.*

21,085. May I ask you one question? Have you got an agreement?—Yes.

21,086. Did not your agreement state all about the seven years' period?—I cannot be certain.

21,087. Did you ever read it?—Yes, I read it, but I cannot remember. I had not taken particular notice.

Lord *Kenyon.*

21,088. This is a question by Mr. J. Owen Hughes: "Did your father and yourself get "any timber, slate, lime, &c., towards the other "buildings you mention"?—No, nothing whatever.

Lord *Kenyon*—continued.

21,089. This is a question by Mr. Owen Wynne: "Do you not think improvements "made 50 years ago have pretty well run out?" —I was quite satisfied with that, but I was told to make the claim.

21,090. Who told you to make the claim?—Several people told me that I ought to put it in.

21,091. Neighbours?—Yes.

21,092. Another question by Mr. Owen Wynne: "We heard yesterday that it would be "a very unfortunate thing for many farmers if "their farms were sold. Do you not think that "the present agitation will be likely to lead to "many landowners parting with their property?"—It is sure to be injurious to the tenants.

Lord *Kenyon*—continued.

21,093. Do you think that what you call this agitation, will be likely to lead to sales?—I cannot say that.

21,094. What do you mean by "agitation?" —I mean this Commission.

21,095. Will be sure to do harm to the farmers; is that it?—No, I do not think that.

21,096. You meant the sale of property?—If they sell the farms it will be bad.

21,097. Do you think there are more sales likely to take place now than formerly?—I cannot say that.

The witness withdrew.

Mr. John Thomas called and examined through an interpreter.

Lord *Kenyon.*

21,098. Has this evidence been read over to you by Professor Rhŷs, and do you say it is correct?—Yes.

The following statement of the witness was read:—

"John Thomas, Bwlchgwyn Farm, Tynygongl.

"I am a tenant farmer farming 74 acres on the Bodorgan estate of Sir George Meyrick. I believe matters are carried out satisfactorily on this estate. Sir George Meyrick cannot speak Welsh, and I cannot speak English. The usual time for leaving farms is the 13th November. As far as I know, leases are not usual in my district. I do not know of any instance where a lease has been asked for and refused. In my own case I feel as secure under an agreement as I would be under a lease. I do not object to any clause in my agreement. A copy of the agreement has been supplied to me, and it has been explained to me in Welsh by the agent. The rent is fixed in a lump sum, and not per acre. I believe there is uniformity in the rents on the Bodorgan estate, but I cannot say anything as to other estates. I have always considered that rents are higher on small farms, in proportion than to large farms. The tenants are not required to give their services to the landlord. I do not think farms are let to the highest bidder. My rent has not been advanced or reduced, but abatements of 5, 10, 15, and 20 per cent. have been allowed. The local rates have been about the same, ever since I can remember. I do not know of any instances where farms have been consolidated, or of underletting. Rents are due at the end of September, but they are not paid until the 20th to the 25th January. This extension was granted without any request being made. I do not know of instances of tenants who have had to borrow money, to pay rent. There is no scarcity of labourers, and no land has gone out of cultivation. Very little waste land is cultivated. Root crops have considerably increased, the reason being that larger stocks are now kept than was the case 50 years ago. The improvements are made partly by the landlord and partly by the tenant. If a tenant leaves the farm owing to its being sold, or for any other reason, within 21 years the tenant receives back the proportion of his outlay. I do not think there are any real grievances in consequence of the game laws. I know of cases where children are useful in assisting their parents to pay the rent by working on the farms. They get little if any wages. I know of farmers without children who are able to pay their way."

Lord *Kenyon*—continued.

Professor *Rhŷs.*

21,099. You say that things are very satisfactory on the estate, that the landlord cannot speak Welsh, and you cannot speak English. Does that help you to a better understanding?—No, I do not think it is a help, but I consider this, that we have a Welsh agent, and, in addition to that, he is a practical farmer and knows what a farm is.

21,100. So that you have no difficulty, because the agent understands Welsh?—Yes.

21,101. You say that the children are useful in helping the parents to pay their way. Do you know of any farmers who would have been unable to pay but for the help of their children?—I know of some to whom it would be more difficult.

21,102. Do you know of any whose children are away working, and sending money home to help their parents to pay the rent?—No, I do not know of any such cases.

21,103. You know of no such cases on the Bodorgan estate?—No, I do not.

Mr. *Griffiths.*

21,104. What size is your farm?—74 acres and a little in addition.

21,105. Have you made any improvements upon your farm?—Yes.

21,106. Do you know of any tenants that have left that estate that have not been ade-

Mr. *Griffiths*—continued.

quately compensated for their improvements?—I do not consider that we do get full compensation, but we are satisfied, so far as I know.

21,107. Several farms have been sold on this estate, have they not?—A few small holdings in my neighbourhood only.

21,108. Were they all compensated?—So far as I know that is the case. I have heard several say so, and they have received more than they expected.

21,109. Are you a Churchman?—No, I am a Nonconformist.

Mr. *Grove.*

21,110. You say you would be as secure under an agreement as you would be under a lease?—Yes, under Sir George Meyrick.

21,111. Suppose the property were sold, how would it affect you then?—I am sure I cannot say how it would be then.

21,112. Suppose Sir George Meyrick were to die, how would it affect you then?—So far as I know, and I have heard say too, the heir to the estate is another such man as Sir George Meyrick, and I consider that Sir George Meyrick is as good a landlord, if not better, than anyone in Anglesey.

21,113. I am sure I hope that Sir George Meyrick may live for a great many years, and that the heir to the estate may be just as good as he is?—I hope he will live for another 150 years.

Mr. *Grove*—continued.

21,114. What is the rent you pay?—44*l.* 10*s.*

21,115. Do you know of much waste land that might be brought under cultivation?—There is only a very small quantity in my district compared with other districts.

Lord *Kenyon.*

21,116. This is a question by Mr. R. H. Williams: "Were you requested by someone "to come forward to give evidence?"—No, no one. I felt it was my duty to come forward.

21,117. "Did Mr. J. Jones, clerk to the agent "of the Bodorgan estate, call upon you on the "matter?"—He understood I was anxious to come forward to give evidence on behalf of Sir George Meyrick, and he came yonder and asked me if I had a copy of the questions that were usually asked.

21,118. "Have any other of the tenants on "the Bodorgan estate been requested to give "evidence by some person or persons connected "with the estate?"—I am not aware of anyone in my neighbourhood.

21,119. They have come forward spontaneously?—So far as I understand.

Mr. *Griffiths.*

21,120. Did you show him your evidence which you were going to give before the Commission?—No, I did not.

The witness withdrew.

Mr. E. Jones Williams called and examined through an interpreter.

Lord *Kenyon.*

21,121. Has this statement been read over by Professor Rhŷs to you, is it correct, and is it the evidence you wish to give?—Yes.

The following statement of the witness was read:—

"E. Jones Williams, Ddrydwy, Ty Croes.

20,607. "I desire to give evidence as to the case of a widow tenant of Cymmunod, Bodedern, belonging to the late Archdeacon Wynne Jones, of Treiorwerth, in the same parish. I also propose to speak on the present state of agriculture generally, and in particular as to (1) the letting of land; (2) agreements; (3) the necessity for a Land Act and a Land Court.

"*Case of a Widow.*

"A tenant went into a farm in the parish of Bodedern about 1860, when it was in a very poor condition as regards manuring, and also as to the buildings, which were deficient in number. They were also too small. He went on to improve the land and to erect out-buildings, and he carried out other improvements until the year 1875 when he was taken ill. He died on the 21st January 1876, leaving a widow and five children. To make matters worse she was served with a notice to quit, or pay 530*l.*

Lord *Kenyon*—continued.

for a 20 years' lease. She was also to pay the same rent, viz., 120*l.* a year for 115 acres, although he had spent 300*l.* on the farm. She would therefore be losing the whole of this money without a penny of compensation, and be turned out of her farm without any hope of finding a home elsewhere. The lease therefore cost 830*l.* and not 530*l.* as might at first appear. The farm was bought about three years ago for 3,000*l.* by the widow of the farmer."

21,122. Had the widow any children capable of carrying on the farm?—No; at that time the boys were very young.

21,123. What was the size of the farm?—115 acres.

21,124. Had she a bailiff?—Yes, she had a bailiff.

21,125. Had she any capital?—Yes, she had.

21,126. Am I to understand that she paid a premium of 530*l.* for this lease?—Yes.

21,127. Was it a premium?—Yes.

21,128. She bought the farm three years ago for 3,000*l.*?—Yes.

21,129. But the lease had not expired?—No, there were six or seven years still to run.

21,130. Did she get anything back?—Nothing.

Mr. *Griffiths.*

21,131. Did she pay this 530*l.* for the lease?—Yes.

21,132. Did she pay the same rent as before?—Yes.

21,133. And you say her husband had spent 300*l.* upon the farm?—Yes.

21,134. No compensation?—No compensation.

21,135. Did he have any help in draining pipes?—No.

21,136. And nothing towards buildings?—No.

21,137. How long a lease did she have?—20 years.

21,138. What do you consider the 530*l.* were exactly paid for?—For security of tenure. If she could carry on the farm, no one would have any right to say anything to her. It was simply for security of tenure. She was compelled to pay that money or she would have to lose the farm.

21,139. Those were the conditions put before her?—Yes.

21,140. By whom?—By Archdeacon Wynne Jones.

Mr. *Griffiths*—continued.

21,141. Was there an agent in the matter?—He had no agent in particular. It was rather a small estate.

Lord *Kenyon.*

21,142. This is a question put in by Mr. Vincent: "Do you know whether the farm was "sold by auction or whether the widow had "the first offer?"—By private treaty.

21,143. I ask you this myself: When she bought it by private treaty she knew she was relinquishing the seven years of her lease?—Of course she knew that.

21,144. Was not that taken into consideration in the price of the holding?—Yes, the remainder of the lease of course was taken into account.

21,145. Did the widow think 3,000*l.* was an excessive price for the farm?—It was worth about 3,000*l.*, but then she had paid about 3,830*l.* altogether.

21,146. I want to know whether it was not worth more than the 3,000*l.*?—No, by the time you paid 4 per cent. interest on the purchase money, it came to exactly the same rent. We are obliged to pay 4 per cent. for money on land.

The witness withdrew.

Mr. William Parry called and examined through an interpreter.

Lord *Kenyon.*

21,147. Has this statement been read over to you by Professor Rhŷs, is it correct, and is it the evidence you wish to give?—Yes.

The following statement of the witness was read:—

"Evidence of William Parry, Britannia Terrace, Llanfair, P.G., late of Rhosmanarch, Llanwenllwyfo.

"I formerly held the farm called Rhosmanarch, under Lady Neave, Llysdulas, the agent of the estate being Captain Mitchell. I took the farm, which comprised 230 acres, in 1853, and the tenancy was from year to year. I paid a guinea for the agreement, which, however, was not explained to me in Welsh.

"*Management:* The owner and agent of the estate were English people, Conservatives and Church people, while the tenants as a rule were Welsh people, Nonconformists and Liberals.

"*Rent:* The rent was fixed by the agent. It was raised 10*l.* two years after I entered the farm. Abatements were granted several times for periods without notice, but no permanent reduction took place.

"*Occupation:* Trees were planted on three portions of the Bryniau Brain field (size 8 acres) and 2 acres were taken for that purpose. No notice was given or permission asked, and compensation for the loss was refused. Mining operations were begun in Cae'r Office in about 10 years after I took the farm; there had been mining there before. No leave was asked, or notice given. They worked there for years, periodically opening new pits and throwing the rubbish along the field. Cart-roads leading to the various pits reduced the acreage and the value of the field. When they gave up working, the pits were left open, and I had to close them, for the safety of the cattle. The agent took no notice of my application for compensation, and my rent was not reduced.

Lord *Kenyon*—continued.

"The agent, without giving any previous notice, enclosed two acres out of the field called Cae Newydd which measured 14 acres, and by that enclosed the water from the remaining 12 acres. The value of the remainder was thus greatly reduced. I paid the same rent as before for two years. 10*l.* was returned to me the third year and 9*l.* the fourth and fifth years, so that I had compensation for three years.

"*Improvements:* The agent agreed with me, when I took Rhosmanarch, to pay half the cost of all the stone walls I would make. When I went to him after finishing, he declined to take any notice of the matter, and I received nothing towards the expense. All the buildings on the estate are erected by the landowner, but the

Lord *Kenyon*—continued.

tenant has to cart everything for the work. I was obliged to contract myself out of the Agricultural Holdings Act. The only services I used to render were, carting coal once or twice a year from Dulas beach to Llys Dulas, and I never received anything for my services.

"*The Game Laws:* No compensation is allowed for the damage done by game. These laws engender a feeling of great dissatisfaction, if not of enmity, towards the landlords.

"*The Labourers:* The labourers generally sleep in lofts above the stables, &c., which are generally quite improper and unhealthy. There is no accommodation provided for them in the evenings. The food supplied is much better than that of 50 years ago.

"*The Tithes:* I paid a sum of 40*l.* for years; then it was reduced to 32*l.* I considered that I paid too much, but I failed to get a reduction though I tried.

"*Notice to Quit:* I was served with a notice to quit, but no reason was given for it."

Lord *Kenyon.*

21,148. Where do you live?—Llanfair, P.G.

21,149. What is the full name?—Llanfairpwllgwyngyllgogerychwyrndrobwllllantysiliogogogoch.

21,150. Do you know if it is the custom on Lady Neave's estate to pay for the improvements?—No; I do not.

21,151. Is the agent a solicitor?—No, he is not; the then agent is dead.

21,152. He was not a solicitor?—No; he was not a solicitor.

21,153. Have you a copy of your agreement?—Yes; I have a copy.

21,154. Did you see in the copy that you were obliged to cart coals?—No, not a word; it was not there. There was nothing of the kind.

21,155. Then you need not cart coals unless you like?—No; but still we dare not refuse.

21,156. You say, "I was served with a notice "to quit, and no reason was given for it." Was that notice to quit acted upon?—Yes, I had to quit; and they refused to allow me to look for another tenant, and I had to sell my effects by auction at a very inconvenient place.

21,157. Were you behindhand with your rent?—No, never; not one halfpenny.

Mr. *Griffiths.*

21,158. Why was your rent raised so soon after you took the farm?—A new landlord came in then.

21,159. You had nothing given you for the two acres which were planted?—No, nothing at any time.

Mr. *Griffiths*—continued.

21,160. Was there any game in that ground?—Yes; there were a great many rabbits and birds.

21,161. They did not ask your permission to take this ground, did they?—No; they did not say a word about it.

21,162. Did you ask them to allow you something for it?—Yes, I did; I mentioned the matter to them, and asked if they were not going to make me some allowance in respect of it.

21,163. Did you ask them a certain sum?—No; I did not.

21,164. Then they enclosed two acres more?—Yes; in the field where the water was. They deprived me of the water, and they planted timber.

21,165. And you were not allowed anything for the next two acres?—Yes, I was allowed it for three years; but after they commenced to work there, I was for two or three years without getting anything.

21,166. Who was the agent that promised you to pay half the cost of the walls?—Captain Mitchell.

21,167. Did you send him the account?—Yes.

21,168. How much was it?—It was nearly 10*l.*

21,169. Did he pay it?—No; he never paid it.

21,170. He did not promise to pay it?—No.

21,171. Did he say he would not pay it?—No; he did not say that.

21,172. Was there any reason that you think given, that you should have had this notice to quit?—Yes, I think I can tell you; a tenant and bailiff of Lady Neave came out as candidate at the first election of the County Council, and I felt I was bound to adhere to what I believed, and I took a prominent part in working against him. His wife was a governess to Lady Neave since the time she was very young. The governess is older than Lady Neave, and Lady Neave cannot refuse to let the governess have anything she asks for. I believe it was through the governess and Lady Neave that I got notice to quit, and that the old gentleman would never have done so.

Mr. *Grove.*

21,173. When the two acres were taken off the land, did they take away entirely the right-of-way to the water?—Yes, they cut it off altogether.

21,174. And was there no water remaining on the other part of the land?—Yes, there was water on the other part of the land, but that was the chief grazing field on the whole farm.

21,175. What do you mean by you were obliged to contract yourself out of the Agricultural Holdings Act?—All I say is that we had to do that or leave the farm.

Mr. *Grove*—continued.

21,176. You have not got your agreement with you?—No, I have not got it.

21,177. Do we understand that when they were opening those pits on the land that they left them open?—They left them open for about two years, and in the third year they closed them.

21,178. How did they close them—filled them up?—They put large pipes at the bottom, and then soil on those.

21,179. What were the pits opened for?—To get water to take to the mansion.

Lord *Kenyon.*

21,180. Do you know what clause it was that you had to contract out of?—That six months' notice to quit would be sufficient.

21,181. Is that all?—Yes, that is all.

21,182. You ought to have stated which clause—not the whole Act, because it makes a great deal of difference. These are questions by Mr. Llewellyn Jones. "Have you taken a pro-"minent part in the anti-tithe agitation, and "also in political movements?"—Yes, I was rather prominent; I admit that.

21,183. "What were the politics of the tenant "who received the farm after you?"—Quite contrary to mine.

Lord *Kenyon*—continued.

21,184. "Was the agreement you received a "stamped one?"—I do not remember whether it was stamped or not.

21,185. To be binding it must be stamped?—Yes, I know that.

21,186. These are questions by Mr. Vincent: "Will you send your agreement to the Commissioners?"—I would have brought it with me, but I failed to find it.

21,187. "Do you say that you did not under-"stand the terms on which you hold your "farm?"—Yes, I understood them perfectly.

21,188. Then there are other questions put by Mr. Vincent, but it is not necessary to ask them after that answer?—And I do not see that there was anything very stringent in the terms of the agreement, the only thing was that six months' notice was put down as sufficient time for notice to quit.

21,189. Mr. Vincent wants to know, "Then "why do you complain that the agreement was "not explained to you?"—I understood it myself. I did not want anyone to explain it.

21,190. You said, "I paid a guinea for the "agreement, which however was not explained "to me in Welsh." I do not suppose it was explained, if you understood it?—Quite so.

The witness withdrew.

Mr. JOHN THOMAS called and examined through an interpreter.

Lord *Kenyon.*

See evidence of next witness.

21,191. Have you been through this statement with Professor Rhŷs, is it correct, and is it the evidence you wish to give?—Yes.

The following statement of the witness was read:—

"Evidence to be given by Mr. John Thomas, Pant y bugail, Llanfair, M.E., Anglesey.

"I took a small farm called Maes Philip on the Bodorgan estate about 22 years ago, of about 18 acres. The rent was 13*l.* There were no buildings or hedges. The land was much run, about two or three acres waste never cultivated. I built the house and buildings entirely at my own expense, made all the fences and gate posts, and reclaimed the wastes. The agent said I would never be disturbed, and I worked very hard in consequence. I did not get a copy of my agreement until after my farm was sold. I was surprised to find that only 14 years was allowed as the period of exhaustion. I do not understand English. The farm was sold for 570*l.* I offered 565*l.* rather than lose the place. When I went there first I would not have given 300*l.* for it. My father bought Pant y bugail where I now live for 330*l.*, about 38 years ago. He sold a portion for 30*l.*, and gave another portion to my brother worth about 60*l.* There are about 21 acres left, and I would not take 600*l.* for it, though I improved Maes Philip more than my father improved my present farm. After increasing the value of Sir George Meyrick's property by fully 300*l.* I only received 80*l.* compensation on leaving. I would never have built a stone were it not that I thought I was safe on such an estate. I am sure I have lost fully 200*l.* on the place."

Lord *Kenyon*—continued.

21,192. Did you present a bill?—Yes.

21,193. Had you kept accounts?—I employed men to measure the place, the drain, and the walls, and everything that I had done.

21,194. Do you produce accounts for them?—Yes.

21,195. Have you a copy?—No, I have not a copy.

21,196. Then what was the claim that you put in to Sir George?—250*l.* The place that I had cultivated from, being a common, I left out of the account, and more than half the farm consisted of common land.

21,197. What did Sir George Meyrick say?—Before the sale he refused to say how much he would give for the improvements. I could not get to know anything from him.

21,198. He gave you 80*l.*?—Yes.

21,199. What did he say that was for?—Only for part of the improvements, and he said that I had already had the rest during the time I was there.

21,200. He said that they were exhausted?—Yes, that is what he said, but I considered that the improvements were not exhausted, and that I was a loser to the extent of 300*l.*

Mr. *Grove.*

21,201. You have in your statement: "The "agent said I would never be disturbed." Did he say that, or did you get anything in writing?—His father told me that when I took the farm; it was said verbally.

21,202. Then you did not get a copy of your agreement until after your farm was sold. Did you ask for it?—Yes, I had asked for it, and asked what the terms of the agreement were, but I did not get a copy until after they had sold it.

21,203. When you signed the agreement was it read over to you and explained?—No.

21,204. Did you not ask for it to be explained to you?—No, I did not think anything at all about it, because people always said, to be on the Meyrick estate was exactly the same as if a lease were granted.

21,205. But people do not usually sign things without knowing what is inside the document?—No, I think they have trusted too much, just as I have done.

21,206. You say you offered 560*l.* rather than lose the place. To whom did you make that offer?—I made that offer to Mr. Dew here, when it was put up to auction, on the day of the sale by auction.

21,207. At the time of the auction, or before the auction?—At the time of the auction.

21,208. You made a bid?—Yes, I made that bid.

21,209. And someone offered 5*l.* more?—Yes, I offered 560*l.*, and another bid for 570*l.* was made.

Mr. *Griffiths.*

21,210. When you received a sum of 80*l.*, did you accept that as full compensation?—I expected more.

21,211. Are you quite sure that you did not sign a receipt that you accepted that as full compensation?—I signed a paper.

21,212. Did you know what was on that paper?—Yes, that I was receiving 80*l.*, and that I could not get any more from him without going to law with him.

21,213. But they explained to you that that was the full compensation you could get?—Yes.

21,214. Did you tell them that it was not enough?—Yes, not half enough.

21,215. How came you to sign it?—Well, I did not want to go to lawyers; perhaps I should have lost all in the end.

21,216. Had you a valuer to value upon your own part?—Yes, two.

21,217. Were they competent valuers?—Yes, they were builders.

21,218. Did they understand about draining and fencing?—His valuer was there as well, and he thought I had valued it very fairly, and not valued it sufficiently high.

21,219. Do you mean to say that the landlord did not pay the amount that his own valuer made it?—No, he did not.

Professor *Rhŷs.*

21,220. Do you know whether that valuer was acting under the instructions of the estate at that time, or simply telling you what he thought of it off-hand?—He came round all the farms to see what the valuation was, and what we had done.

21,221. Did he and your valuer come to an understanding as to the valuation?—Yes, one after the other. My valuers had been valuing, and he came there after them.

21,222. One after another. Were their respective valuations brought together at any time?—Sir George Meyrick's valuer had valued the place at a higher figure than my valuers had done. That was found when the two valuations were compared.

21,223. How was the valuation that all these men made on the part of the tenant and the landlord come to finally?—The three were not there together. My valuer valued first, and John Hughes came afterwards.

21,224. Then they never came together?—No, they did not; but John Hughes's valuation was higher than the valuation of my valuers.

21,225. How do you know that?—Because the valuations were brought together and compared in my house, that is how I know.

21,226. You told me just now that they were not brought together?—Two were brought together at the house, but they were not there valuing together.

21,227. Then the valuation was not made according to an understanding between you and the landlord?—Yes, he had seen John Hughes and I had taken the other two men to value.

Mr. *Griffiths.*

21,228. If the landlord's valuer sent in his valuation and it was rather higher than your valuer's why was it not paid?—I cannot say, but it was higher, and the landlord's valuer showed me things that the other two men had not valued.

Lord *Kenyon.*

21,229. Did you go under the Act or was it done by private arbitration?—It was a valuation outside the Act.

21,230. These are questions by Mr. R. H. Williams: "Do you consider that to be on the "Bodorgan estate is as safe as if one had a "lease?"—No, I do not by a long way.

21,231. "Have you ever heard any other "person or persons complaining that he or they "have not received sufficient compensation on "the Bodorgan estate?"—Yes, several—not one of them got full compensation.

21,232. This is a question by Mr. Prichard: "Did you not quarrel with the purchaser?"—I never quarrelled with him; he was not worth quarrelling with.

21,233. Is that the gentleman who bought the farm?—Yes.

21,234. "Was the agreement of tenancy given to the purchaser?"—I do not know.

Mr. *Griffiths.*

21,235. Had you not the agreement?—Yes.

21,236. What became of that agreement?—I have it at home. I did not get the agreement until the summer.

21,237. You did not have the agreement until after the place was sold?—No.

Lord *Kenyon.*

21,238. "Did you not tell John Hughes, of "Llangefni, you were satisfied with him, and "found Prichard a gentleman?"—No, I did not indeed. I had no conversation with John Hughes at Llangefni about that.

21,239. I ask you this myself: Did you have any conversation with John Hughes at Llangefni about that?—No.

21,240. Then this is Mr. Prichard's question: "Did you not sign an agreement to accept a "period of exhaustion?"—I signed some years after I took the farm, that the period of exhaustion should be 21 years.

21,241. Then your answer to that is, yes?—Yes, and there was only 14 years of the period of exhaustion after all.

Mr. *Grove.*

21,242. Did you understand what you were signing when you signed it?—I did not understand it in English. I could only understand it in Welsh.

Lord *Kenyon.*

21,243. Was it not explained to you in Welsh?—Perhaps some portions of the agreement were explained.

21,244. Did you think you were signing for 21 years, and you found it was 14 years?—Yes, I understood the period was 21 years.

21,245. A question by Mr. Prichard: "Did "not the late agent explain and translate the "agreement to you?"—No, he did not. He did not explain anything to me.

21,246. "Did not you refuse to pay the rent "to the purchaser?"—Yes, I did. I considered that I had nothing at all to do with him, as I had received nothing from him towards the rent. I took it to Mr. Prichard.

Lord *Kenyon*—continued.

21,247. "Did you send in a claim for compensation?"—I trusted in Mr. Prichard, and had been asking him several times, and had sent the boy there.

21,248. I want an answer to the question. Did you send in a claim for compensation?—Yes, I sent a bill in.

21,249. When?—He had received the bills for improvements before selling.

21,250. When did you send in a claim for compensation?—Before the sale; possibly two or three months before the sale, but I cannot say exactly.

21,251. "Did you or your father try to stop "a way by Pant y bugail?"—No. We wanted to have the road open. It was not wide enough for a cartway, and we wanted to have it opened up, and Mr. Prichard was then opening it himself.

21,252. "Was there not a row with the pur-"chaser about the valuation of manures?"—He made an offer for them, and got them at his own price, but he refused to take them at any price.

21,253. There was a row, or there was not a row?—Yes, there was a row. He sent his cattle and horses to eat the hay until I got promised to take it away.

21,254. Was not a case tried before the magistrates for assault?—There was no case before the magistrates so far as I was concerned, but my daughter happened to meet the purchaser, and took hold of his whiskers, and shook him, and threw him down, and she was only 12 or 13 years of age. He took out a summons against her for the assault.

21,255. Do you still stick to your first answer, that you did not quarrel with the purchaser. He was not worth quarrelling with, or something of that, you say?—Yes. I keep to that answer, considering that a little girl of 13 years of age could throw him down.

21,256. This is a question by Mr. Prichard: "When did your tenancy commence?"—About 22 years ago or thereabouts.

The witness withdrew.

Re-examined 21,284

Mr. Thomas Prichard re-called and further examined, his evidence being interpreted to Mr. John Thomas, of Pant y bugail.

Lord *Kenyon.*

See above.

21,257. I believe you wish to make a statement?—The tenant states that he took the farm about 22 years ago, and that he agreed that the period of exhaustion was to be 21 years; that he left the farm in 1890, after having been there for 22 years, and after agreeing that the 21 years was to be the period of exhaustion. The place was sold by auction, and he obtained the chance to buy, the same as anyone else, but there was bad feeling between him and his neighbours, and he failed to buy. On the 25th of November in that year, I received a letter from the purchaser's solicitor that the old

Lord *Kenyon*—continued.

tenant had removed cartloads of manure and soil from the farm, that he had destroyed the gorse, dug up the turnips, and that he also demanded 8*l.* 15*s.* 8*d.* for some manure; that he had not given any kind of notice that he proposed to ask for that money, and stating that if money was due to Mr. Thomas for his improvements, I was not to pay until I had heard from him, and that the purchaser wanted 10*l.* a ton as damages. I then replied that I had not received any claim from him for improvements, but that Sir George Meyrick was prepared to stand to the agreement, and to pay him for his

Lord *Kenyon*—continued.

improvements, but that I could not do that until I heard that he had paid his rent to the purchaser, and that the purchaser had no right to claim damages from him, as he had not sent in notice, and that he had broken the conditions of the contract. After that I gave up the contract to the purchaser when he paid for the land according to the conditions of sale. I heard on the 2nd of December that the matter had been settled, and after that, after he had settled with the purchaser, I paid 80*l.* to him for the improvements, although he had agreed that 21 years was to be the period of exhaustion. Then as to the road, I should like to say he tried to stop the right of way, which was a public right of way. He says my father was the agent in those days, and that he never translated the agreement into Welsh. I know that he did, and I can swear that I also translated this agreement for the period of exhaustion to him. It was a public road set out by an award enclosing a common, and complaints were made by the tenants of the Bodorgan estate, and neighbours, and by Lord Boston's tenants, that he and his father were building a wall across this road with a view to shutting it up. In consequence, after giving notice, Lord Boston's agent and I agreed to go there to the spot and to clear the road and to remove the obstruction. There was snow 2 feet deep in one part; I drove part of the way, and had to walk the rest, about 6 miles. On the spot we met, I should think, about 20 people, and the thing was amicably settled. There was a wall built partly across the road, and it was removed.

21,258. Are we to understand, Mr. Prichard, that what you rebut is that he did send in no claim for compensation?—Certainly not, my Lord.

21,259. He says: "I only received 80*l.* "compensation." You say that was in full. Was it?—I say there was nothing due to him really, but as a matter of grace he got the 80*l.*

21,260. Also he stated that he did not obstruct the public way, and you say he did?—I say I was called upon to clear it, as agent, for the rest of the tenants.

21,261. He stated he claimed it as a public way?—He and others; I ought to say that perhaps. It adjoined his property on one side—his father's freehold property.

21,262. He obstructed it first?—He and others, I ought to say.

21,263. And the agreement gave him, not 14 years but 21 years period of exhaustion?—I have not the agreement unfortunately, because it was given up to the purchaser. He says it was 21 years.

21,264. I think he said he thought it was 21 years, but found it was 14 years?—Yes, but by the time he signed the contract to take the period of exhaustion, seven years had elapsed. He says he was there 22 years. I have not got the agreement, so that I cannot get at it, and I do not really remember.

Mr. *Grove.*

21,265. What do you suppose would be his object in building the wall?—To obstruct the road.

21,266. You think there could be no other object but to obstruct the road?—Certainly.

21,267. It came in the line of the road then?—It was across the road, not along it. The part that he obstructed was a wide road.

21,268. You have heard him state that you sent a valuer officially to value on your behalf?—Yes, I sent a valuer.

21,269. And he also states that that valuer valued it at a higher rate than his own valuer?—I know nothing about that.

21,270. He asked for 250*l.*?—I really cannot remember now. It is too long ago.

21,271. He says he asked for 250*l.*, but he received 80*l.*?—He received 80*l.*

21,272. We gather from you that he was not entitled to any part of the 250*l.*?—From his own account. If he was there 22 years he could not have been entitled to it. All I have got is a letter from the purchaser's solicitor, and he says, "It is hereby agreed that the tenant shall "be entitled to a period of exhaustion of 14 "years from the 13th of November 1874."

21,273. Would that 14 years apply to all the improvements that he would put there?—"In "respect of house and outbuildings erected and "improvements executed by me." Those are the words of the letter, and I can only go by that now.

Mr. *Griffiths.*

21,274. Can you oblige us with a copy of the valuation?—I have not got it.

21,275. You do not know the amount?—No, indeed I do not know the amount at all. When the purchase was completed I gave up all the receipts for the compensation given.

Professor *Rhŷs.*

21,276. To the purchaser?—Yes, the receipt for 80*l.* was given to my own employer.

Mr. *Griffiths.*

21,277. Do you consider when a man builds a house and outhouse upon land that 21 years is sufficient for the period of exhaustion?—It was not my bargain, it was the bargain before I entered on my duties as agent.

21,278. It seems to me a most unreasonable agreement?—That may be; that is quite a different question.

21,279. But you must understand when the man took this place he had not signed this agreement?—No, but it was an understood thing; it was not written.

21,280. He does not say so?—No.

21,281. Nor can you say so?—No, I have nothing down in writing.

21,282. It seems a great hardship for the man, I must say. Can you say why this 80*l.* was paid more than some other sum?—Almost every tenant whose place was sold up was paid

Mr. *Griffiths*—continued.

some amount, as I told you yesterday, 1,169*l.* altogether.

Lord *Kenyon.*

21,283. This is a question the last witness wants to ask: "Did you not write to Owen "Williams, Tyddyn Sergeant, and me, to "instruct us to pull down the wall?"—Very likely. It was his father really. The father lived at Pant y bugail, and he was the tenant. His father was the owner of Pant y bugail.

Lord *Kenyon*—continued.

The witness withdrew.

Re-examined 21,290.

Mr. JOHN THOMAS (Pant y bugail) recalled and further examined.

Lord *Kenyon.*

21,284. Do you wish to say anything?—Why should my father block up the way leading from my own house. [Mr. *Prichard:* I know he has another road to it. I do not know what his object was.]

21,285. Do you wish to say anthing else?—Mr. Prichard has stated in his evidence that I carried manure and soil from the place, and I sold it to John Jones, his old tenant.

21,286. Do you understand that Mr. Prichard says that he received from you no claim for compensation?—I did not understand that. I did send bills. I gave the bill to Mr. Prichard—here he is and here am I.

21,287. Which do you prefer, the lawyers or the landlords?—Since Mr. Prichard has gone like this, I do not like a man like him; he is too tyrannical.

Lord *Kenyon*—continued.

Mr. *Grove.*

21,288. Do we understand you to say that no wall was built?—No, a wall was raised, but others did it. Another man built the wall. He had the place, and he built the wall to try and block up the way. That man was William Hughes, Refailnewydd and Hendy. He raised the wall, and we wanted to pull it down. Owen Williams, Tyddyn Sergeant, went to Mr. Prichard to have the wall cleared away.

21,289. So that neither you nor your father took any part in building the wall?—No, not in any way. We had nothing to do with it. We wanted to have it cleared away.

The witness withdrew.

Mr. THOMAS PRICHARD recalled and further examined.

Professor *Rhŷs.*

21,290. There has been some talk of common land there?—Yes, it was common land at Tynrhos, where the wall was built.

21,291. When was it enclosed?—About 11 years since the wall was removed.

21,292. Was that done in consequence of an award?—No, the place has been enclosed by means of a wall; the road was 17 feet.

Professor *Rhŷs*—continued.

21,293. Is there no land there now unenclosed?—No, there is not. I should say the enclosure took place scores of years ago, before I was born; I cannot say when.

The witness withdrew.

Adjourned.

TWENTY-SIXTH DAY.

The Town Hall, Llangefni, Anglesey, Friday, 13th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. NORMAN DAVIES (Carnarvon) called and examined. The evidence was interpreted by the interpreter to Mr. Thos. Edwards.

Chairman.

13,081 21,294. This rebutting evidence seems to be very well put, because it confines itself entirely to the statements you want to contradict?—It does.

21,295. It does not go into the merits of the case, but it states exactly the statements you want to rebut, and it confines itself entirely to that?—Quite so.

21,296. That is very practical. You contradict the evidence of Mr. Thomas Edwards, given at Carnarvon?—Yes.

21,297. Was Mr. Williams, Glanbeuno, agent to the landlord, Mr. Love Jones-Parry?—No; he purchased the farm.

21,298. He is an outsider, an independent person altogether?—Yes, I represent him to-day.

21,299. He was not connected with the estate in any way before it was purchased?—No; he bought the property from Sir Love Jones-Parry.

21,300. And you represent him?—Yes. Thomas Edwards stated "that the law had allowed Sir "Love Jones-Parry and Mr. Williams to take "from his pocket in effect 800*l.*, and further, "that he, Edwards, did not get a penny for "improvements." This is untrue. After the auction Edwards stated that he had claims for unexhausted improvements, &c. Mr. Williams knew nothing of the merits of his claims, but he agreed to refer the matter to arbitration. The two arbitrators fixed upon could not agree, and they referred the matter to an umpire, Mr. Thomas Roberts, of Aber Farm, one of the best known agriculturists in the county. His award showed that 87*l.* 1*s.* was due to Edwards, and this sum was at once paid over to him by Mr. Williams. Edwards further stated that the rent was now 70*l.* This is not true. 60*l.* a year has been paid since the farm was purchased. The object of buying the farm was not to secure a good investment. It was bought simply in the interests of the Llyfni River Drainage Scheme. This scheme was commenced last month, will cost 10,000*l.*, and will confer a lasting benefit upon the Nantlle Valley; it will be a benefit commercially, by enabling quarries to be worked which are now under water, and permanent employment will thus be found for additional workmen. And it will be a sanitary benefit—removing the stagnant water and drying boggy ground. These are now hotbeds of fever; the valley is never free from fevers. An unsympathetic landlord or tenant at Gwynfaes could effectually block the scheme, and Mr. Williams' sole object in buying the farm was to prevent any possible obstruction there. Notice was certainly served upon the tenant at once, so as to get absolute possession early. However, subsequent inspection of the farm showed clearly that Edwards was not a desirable tenant to have there.

Chairman—continued.

21,301. What you say is that he was paid 87*l.* 1*s.*?—Yes.

21,302. And that the rent is 60*l.* instead of 70*l.*?—Yes. I wish to give a little further information.

21,303. Is there anything in the evidence of Mr. Thomas Edwards to say it was not bought as an investment?—By inference there may be, and I would not like it to go abroad in the county amongst our friends that it was bought simply to oust the tenant. There was another object in view, the public good of the locality in the promotion of a drainage scheme which has been on the *tapis* for the last 20 years.

21,304. You want to give the reason why Mr. Williams outbid the sitting tenant?—Yes.

21,305. Then Mr. Edwards built a house on this farm, did he not, and then he found himself with his farmhouse and no farm?—So he says, my Lord; but he has occupied the house.

21,306. He built the house, and he says he would not have built the house if it had not been that he thought he could get the farm too?—Possibly.

21,307. Then he found himself with the house and no land?—But he had a house for occupation.

21,308. But a house that he says is no use to him without the land?—He must have a house for occupation.

21,309. That is a house to live in when he had the farm?—Yes, he must have a house in any case.

Chairman—continued.

21,310. The farm was put up for sale and was bought by the person you represent?—Yes.

21,311. And then this Mr. Edwards found himself with a house and no land of his own?—Quite so.

21,312. What you rebut is this. You say he was paid 87*l.* 1*s.* when he says he never was paid anything, and you correct the statement by saying that the rent now is 60*l.*, and he says it was 70*l.*?—Yes.

Mr. *Grove.*

21,313. You state in your short evidence here that Mr. Williams knew nothing of the merits of the claim. He knew of his claim, I suppose?—No, he did not.

21,314. Did not Mr. Edwards say, that before the sale he saw Mr. Williams and told him that he had a claim of 800*l.*, or that he had spent large sums of money on the farm?—I do not know whether he did or not. I cannot say.

21,315. I think you will find that in the evidence. Then you said: "Mr. Williams' sole "object in buying the farm was to prevent any "possible obstruction there." What interest has Mr. Williams in this drainage scheme?—He is the principal proprietor of the Dorothea Slate Quarries, one of the largest slate quarries in the neighbourhood.

21,316. What was the 87*l.* 1*s.* for?—For unexhausted manure expended upon the said land, and for improvements generally to the same.

21,317. Partly specific and partly general?—Everything that he could bring forward as a claim against the landlord.

Lord *Kenyon.*

21,318. Does he wish to sell the house?—I do not know about that; he occupies it at the present day.

21,319. Did he wish to sell it. He said it was of no use to him?—He must have a house for occupation.

21,320. He said he built the house to suit the farm. Did he offer the house to Mr. Williams?—I have no knowledge of it, my Lord.

21,321. You do not know?—No.

Chairman.

21,322. Do you produce the receipt for that money which you say was paid, 87*l.* 1*s.*?—No, my Lord. I do not produce a receipt, but I produce the cheque (I cannot put my hand upon the receipt), and his endorsement on the back of it (*handing cheque*).

21,323. What do you say you gave?—87*l.* 1*s.*

Chairman—continued.

21,324. This cheque is 69*l.* 5*s.*?—Look at the back, please. I scribbled down the figures this morning. "Less rental one half year's rent "22*l.* 10*s.* plus 4*l.* 14*s.* 6*d.* the costs of the "arbitration." It was agreed to divide the costs of the arbitration between the parties.

21,325. In your evidence you say the award was that 87*l.* 1*s.* was due to Thomas Edwards, and this sum was paid to him by Mr. Williams. 87*l.* 1*s.* is not 69*l.* 5*s.*?—No; still it is a matter of account. There was a half year's rent due, 22*l.* 10*s.*, and it was agreed that the costs should be divided. I meant by that, the result of the arbitration was settled immediately.

Mr. *Richard Jones.*

21,326. What were the costs of the arbitration?—9*l.* 9*s.* The reason why I cannot produce the receipt is that I was away in America for a few months in that year, and I do not know where the papers went at the time.

Chairman.

21,327. This is a question by Mr. Vincent: "Is it not the fact that unless the drainage "scheme is carried out, the whole industry of "the Valley must perish?"—No, my Lord, that is not the case.

Lord *Kenyon.*

21,328. What is the case then?—It would be of material assistance to the Valley. There are two quarries actually under water, and when the drainage scheme is completed they can be worked, and other quarries can be also worked. They are cramped for room. Ours was under water for a year and a half.

21,329. Do you understand that question: "Is it not the fact that unless the drainage "scheme is carried out, the whole industry of "the Valley must perish?"—Oh, no, my Lord that is an exaggeration.

21,330. But it is partially the fact?—At the present time there are two quarries under water. The trade of those two quarries has perished for the time being.

Mr. *Grove.*

21,331. I suppose the existing industries would still go on?—Yes,

21,332. This would add further to the industries of the Valley?—Yes, exactly.

Chairman.

21,333. And would be a great personal advantage to Mr. Williams?—Only as he is the principal proprietor of the Dorothea quarry.

The witness withdrew.

Mr. Thomas Edwards re-called and further examined through an interpreter.

Chairman.

21,334. Have you had the statement of Mr. Norman Davies explained to you, and do you perfectly understand it?—Yes, I understand it perfectly.

21,335. Do you still adhere to your statement that you made on the 21st September at Carnarvon, that you received no compensation from anyone when the property was bought by Mr. Williams?—I do.

Chairman—continued.

21,336. How do you explain this cheque having been paid to you by Mr. Williams?—I had received notice to quit from the farm, the

Chairman—continued.

first opportunity he had after buying the farm, as I stated at Carnarvon. At that time I went to Mr. J. H. Roberts, solicitor, Carnarvon. I asked him if I had read the notice properly, or if there was a mistake in it, and whether I could hold the farm for two years afterwards, as the notice was not correct. He told me that I was right, and I said, "I suppose I can rely on your word, and not give up the farm." He asked me what good would that be to me. I replied that I could make a little money out of it in two years by letting it to various people. I did not say anything to Mr. Norman Davies or to Mr. Williams about that interview. When the notice to quit expired the new tenant removed manure to the farm, took possession of the farm. I told his man to take a little more time lest it was too soon for him. That is all that took place then. This was the first communication I received from Mr. Norman Davies (*handing letter*).

21,337. "Memorandum from Mr. Norman "Davies, of the Dorothea Slate Quarry, to Mr. "Thomas Edwards, Gwynfaes.—DEAR SIR,— "We are given to understand that you have still "some cattle grazing on Mr. Williams' land at "Gwynfaes. If such is the case, will you please "get them taken away, as your tenancy of the "farm has expired.—N.D."—Then I got this (*handing letter*).

21,338. "7th November 1887,

"Dorothea Slate Quarry, North Wales.

"To Mr. Thomas Edwards, Gwynfaes.

"DEAR SIR,

"REFERRING to our recent conversation, I am instructed to ask you to be good enough to take away everything belonging to you from Gwynfaes farm. We want the place to be cleared for the new tenant without delay.

"Yours truly,

"NORMAN DAVIES."

(*A.*) Here is another letter from Mr. Charles Jones, solicitor, Carnarvon.

"5, High Street, Carnarvon,

"SIR, "18th January 1887.

"I AM instructed by Mr. J. A. A. Williams, your former landlord, to inform you that unless you immediately give up peaceable and quiet possession of the land at Gwynfaes, proceedings will be taken against you. I have further to inform you that if after this notice you continue to hold over the said premises, you will be liable for double value.

"Yours, &c.

"CHAS. A. JONES."

"Mr. Thos. Edwards,

"Gwynfaes,

"Llanllyfni."

21,339. Does that "1887" mean 1888?—Yes, it should be 1888.

21,340. That was received in 1888, but is incorrect in date?—Yes. After receiving those letters, Mr. Charles Jones, solicitor, wrote to me a copy of a letter in Welsh, which I was requested to sign. He sent me a copy of a letter with a request to see if I should sign it, so that I might live on the honour of Mr. Williams.

Chairman—continued.

21,341. How do you mean, "live on the honour of Mr. Williams?"—That Mr. Williams might give me what he thought proper, if it was only 1*l.*, for giving up the farm.

Mr. *Richard Jones.*

21,342. Did you send a reply to the first letter of Mr. Charles Jones?—No, I did not. This is the letter, dated the 4th February 1888: "Sir, "I hereby inform you that I have this day given "up the land which was in my taking, and I "rely on Mr. Williams that he will do what "is fair towards me. Yours, &c."

Chairman.

21,343. Did you sign that letter?—I did not, my Lord.

21,344. What has all this correspondence to do with this cheque?—This is a copy of a letter sent by me to Mr. Charles Jones in reply to his letter of February 3rd, 1888: "Dear Sir,—Illness "in my family is the reason that I have been so "long in replying. I am prepared that an inde- "pendent man should come to settle between us, "or I will sell the house and grounds to Mr. "Williams; that is how I did with the tenant "who was here before me; that course, or that "I should have the farm in future, would be "the fair thing to do to me. I hope to receive "a reply after you have seen Mr. Williams. "Yours, &c., THOMAS EDWARDS." Mr. Charles Jones did not tell me that he would lay the matter before Mr. Williams, until he got to know from me what I proposed to do. I told Mr. Jones that the proper course to take would be, in accordance with my letter, that they should either buy my house and effects and that I should leave the place, or I should have the whole of the farm. He replied to me would I not come to some arrangement to give up the farm, as they had let it to some one else? I replied that I would do so, if they would buy the house and the other things in consideration of my giving up the farm then, instead of holding it for two years. It was in consideration of that, that I received what money I did receive.

21,345. What we understand is that you did not receive that cheque for improvements, but you say you received that money as a bonus to go out of the farm at once?—Yes, that is it exactly.

21,346. Was there any arbitration on that point?—Yes, there was.

21,347. Where are the notes of that arbitration?—I do not know, unless Mr. Charles Jones of Carnarvon has them.

21,348. You do not produce them?—No, I do not. I wish to make a statement as to the drainage scheme.

21,349. We do not want to hear anything about the drainage scheme; all we want to know is whether you distinctly state that you have received no money for compensation?—Nothing, except for giving up the farm, and what the arbitrators took into consideration at the time.

21,350. Was that the rent that was due?—I do not remember.

Chairman—continued.

21,351. Did you owe 22*l.* rent?—Very likely, but I do not remember. 22*l.* was the amount of the rent for half a year.

21,352. Your story is, that you received that money to induce you to give up peaceable possession of the farm before you need have gone out of it?—Yes.

Lord *Kenyon.*

21,353. You say you did offer the house to Mr. Williams?—Yes, there was a letter to that effect.

21,354. Did he refuse to buy it?—Yes, he did, and he refused to do anything with me. Every word I stated at Carnarvon is perfectly true, and with the permission of the Commissioners I should like to say a word or two about the drainage scheme.

Chairman.

21,355. We cannot hear anything about the drainage scheme?—Very well.

Mr. *Griffiths.*

21,356. When you went into this place you paid 460*l.* for this house?—Yes.

21,357. How much did you lay out besides upon it?—As near as I can say the amount, including 460*l.*, it reached nearly 800*l.*

Mr. *Griffiths*—continued.

21,358. All you wanted of the new tenant was to pay you, as you had been obliged to pay yourself?—That is it exactly, and I would have gone away readily then.

21,359. Is the house now in your possession?—Yes.

21,360. What is the value of the house as it stands now?—It has cost me 350*l.* or 400*l.*; there is no house on the farm even yet, nor a cowhouse, nor a stable, nor any other outbuildings, except what I myself put there I paid the previous tenant for them, and they have not paid me anything in respect of them, although they have taken possession of them.

21,361. As you have lost the farm, the house and the buildings are of very little use to you?—I would be very glad if I could let the house for 8*l.* a year, so that I might go to some other more convenient place.

Mr. *Grove.*

21,362. Did you tell Mr. Williams before he bought the farm at the auction, that you had spent a lot of money there?—Yes, I told him I had spent 800*l.* I named the money I had spent.

21,363. What was the rent you paid?—45*l.* per annum.

The witness withdrew.

Mr. NORMAN DAVIES recalled and further examined.

Lord *Kenyon.*

21,364. You have the report of the arbitrators?—Yes.

21,365. Will you read it out?—It is a copy which I can swear to. I may explain that immediately after the property was purchased, we made application to the agent of the vendor as to the date when the tenancy commenced, so that we might give notice at the proper time. We could not get the proper information from him; he could not give us the date; and we were a month or two too late in giving notice. For that reason the late tenant remained there in possession, and also as he was stating that certain claims of his were in existence against the property, we agreed that the matter should be referred to arbitration, when all these things would be gone into fully without reservation.

Professor *Rhŷs.*

21,366. What do you mean by "we agreed?"—Mr. Edwards and his representative and Mr. Williams and his representative.

21,367. Has Mr. Edwards had that agreement in writing?—Yes, he signs his own agreement. This is signed by himself: "Signed by the said "Thomas Edwards, in the presence of J. A. "Vaughan, High Street, Carnarvon."

21,368. That is the reference to the arbitrators?—Shall I read the clause referring to that specific part. The clause itself is this: "And whereas "the said Thomas Edwards claims to be entitled "to certain compensation upon the determination

Professor *Rhŷs*—continued.

"of such tenancy as aforesaid for any unex-"hausted manure expended upon the said pro-"perty and for improvements generally to the "same." So that the whole affair was submitted to arbitration.

Mr. *Grove.*

21,369. Is there any word in that as to the early giving up of the farm?—That was so small a matter that it was scarcely considered worth naming in the agreement. The claim for improvements was the principal thing. The whole affair was submitted to arbitration. He could explain the matter fully, and it was explained fully to the umpire, everything.

Mr. *Richard Jones.*

21,370. Was it sold by public auction?—It was.

21,371. Was there anything in the conditions of sale with reference to any claim that might be made for compensation?—Unfortunately there was; the vendor absolved himself from such claims. And further, these figures that are named as regards improvement on the place and the buildings and so on, are very much exaggerated. In fact, I have here the award of his own arbitrator before they submitted the affair to the umpire, and even his own arbitrator says:—"The amount of compensation that Mr. Thomas "Edwards is justly and fairly entitled to for "giving up possession of Gwynfaes farm and "other buildings, unexhausted manure and

Mr. *Richard Jones*—continued.

" and other improvements in general thereon is " 150*l.*" That is his own arbitrator's award.

Mr. *Grove.*

21,372. You notice there it says, " For giving " up possession ;" it does not say, " upon giving " up ?"—That is understood, because we entered into the arbitration immediately to get possession at once ; we did not lose a day.

21,373. His argument is this, that the money was paid in consideration of his giving up early possession ?—That is not even mentioned here, it is for improvements and manure. It was so small a consideration that it was not even mentioned in the award.

Chairman.

21,374. I do not think we need go any further into that. That is signed by Mr. Edwards ?—Yes, it was my Lord, and the figures given in evidence are all exaggerated grossly.

Professor *Rhŷs.*

21,375. You understand the case perfectly, of course ?—I do.

21,376. This man was induced or thought he would be justified in buying the house. He thought he would be able to buy the farm with it ?—He knew we should be trying to get the farm, and this I explained to him fully, and that we should give a very high price for it with that sole object.

Professor *Rhŷs*—continued.

21,377. How should he know ?—Because our own agent, our quarry manager, was there on the spot buying the property, and it was perfectly well-known he was going to buy, everybody knew that, and they knew the object of the purchase.

Mr. *Richard Jones.*

21,378. I suppose, Mr. Davies, you are aware that when you gave these instructions to Mr. Charles Jones to write this letter, that it was not a legal thing to do, that really you could not compel this tenant to leave his farm ?—No, we did not know, as we could not get to know when the tenancy terminated. We could not get dates, whether it was March 29th or May 15th.

21,379. Then when you gave instructions to Mr. Charles Jones, you did not know when the tenancy terminated. I take it the tenancy terminated in November and that was written the following January, three months afterwards ?—Exactly ; we thought our notice, according to this letter, was in perfect order, but as there was a matter in dispute, we agreed to refer the whole affair to arbitration,—claim, notice, and everything else.

The witness withdrew.

Mr. Thomas Edwards re-called and further examined through an interpreter.

Chairman.

21,380. What have you to say to that ?—They did not offer to refer the matter to arbitration until I declined to leave the farm.

Professor *Rhŷs.*

21,381. Why did you buy the house when you had no certainty of buying the farm, what did you think of doing ?—I bought the house nine years ago. The preceding tenant had built it.

21,382. Did you know that the land was going to be bought for the purpose they mention ?—There were rumours about the country to that effect, and when I heard those rumours I sent a man to Mr. Williams, and asked him if I could be allowed to buy the farm, as I had spent so much money upon it, and if he had any ideas of that kind. I would willingly have signed a paper, that he could have had what he wanted, according to the valuation of independent parties.

Professor *Rhŷs*—continued.

21,383. Did you write that to him ?—No, I did not. I sent a gentleman from Carnarvon who was trustee for him. I considered that I could not send anyone better.

21,384. What was the answer ?—He came and stated that Mr. Williams had not said what he intended to do. He said, " He will not " buy either." I replied, " He is certain to do " so ;" and he said, " If I had pockets full of " money, and wanted land very badly, I would " not do such a thing with anyone ;" and I replied, " You shall see that he will do so." I had a particular reason for saying so.

21,385. Did you still go on spending money on the farm ?—No, not a penny after that. I had done so previously.

21,386. Do you admit that reference to arbitration, that signature which has been put in ?—Yes, I do. I agreed at the end, what else could I do ?

The witness withdrew.

Mr. *Norman Davies.*

[What he states about his offer to give us permission to go through his land, in case he purchased the farm, is perfectly true ; he did send to Mr. Williams making that offer. That was considered, and we were advised that he

Mr. *Norman Davies*—continued.

could not enter into any binding agreement with reference to property which was not his own at that time, and further we preferred having the property in our own hands rather than have any risk.]

Mr. Edmund Kyffin Lenthall called and examined.

Mr. John Pritchard was called, but did not answer.

Chairman.

See 14,283 –331.

21,387. You own the Belmont Estate?—I do.

21,388. What do you wish to rebut before the Commission, if you please?—I wish to rebut nearly every answer that John Pritchard gave before you at Llanrwst.

21,389. Is he a tenant on the Belmont estate?—On the Belmont estate.

21,390. Are you his landlord?—I am.

21,391. Have you erected farm buildings?—I have not, because there are sufficient on the place.

21,392. He says you did not; that is right. Was he obliged to lay the whole of the farm into permanent pasture?—By his own wish.

21,393. Did he sustain an annual loss?—He says so before, when he cultivated the land.

21,394. He complains very much about rabbits. Are there many rabbits on the farm?—No, I looked over the farm yesterday and I could not see a trace of them, and more than that, the rabbits were in part of a wood that he occupies. The rabbit burrows are in the wood, and he is at perfect liberty to trap or kill them in any way.

21,395. Is there a wood on his farm?—Yes.

21,396. Is it full of rabbits?—No, there might be half a dozen rabbits there perhaps.

21,397. Do you allow him to lay traps?—In the burrows certainly.

21,398. Not on his farm?—Not in the runs through the hedgerows.

21,399. Are the workmen's cottages in a good state?—Yes.

21,400. Have seven workmen's cottages on your estate fallen into ruins, three of them being on this gentleman's farm?—I know nothing of them. In fact there are no workmen's cottages in ruins.

21,401. Do you compel tenant farmers to cart coal for you?—That is part of the condition of the taking of the farm.

21,402. The answer is "yes"?—The answer is "yes"—well, they are not compelled because they agree to the conditions when they take their farms.

21,403. That is to say it is in the agreement?—It is in the agreement.

21,404. Then there is no rebutting evidence upon that. Do they work in the hay harvest for you?—It was a condition of their taking to my late brother, to whom I succeeded about a twelvemonth ago. He would not take them without payment for their labour.

21,405. At one time did they work in the hay harvest?—Yes, in the former proprietor's time.

21,406. Have they been compelled to carry coal this year for you?—They comply with their agreements.

21,407. That is to say they have carried coal?—Yes, they have carried coal, a small quantity, perhaps four tons in a year.

21,408. He says they do not work in the harvest now?—No.

Chairman—continued.

21,409. I think that is all?—No, I do not think that is anything like all. I should like to say a little more. He was asked why he could not lay traps and he said because the keepers took them. I asked my man yesterday and he said six years ago he found some traps set in the runs.

21,410. Does he say that the keepers take them?—He says that in a subsequent answer. "I am not allowed to lay traps and the keeper "watches everything."

21,411. He says, "I cannot set a trap in a "hole and in the runs and the hedges"?—The keeper found some traps set in runs, he sprung the traps properly, and complained to the tenant. A few days after he found the traps set in runs again, and a cock pheasant in one. He took the pheasant and the trap, and since then the tenant has taken a gun license out and shoots.

21,412. "I know the keeper took some of "the traps." Did he take some of the traps?—He took one with a cock pheasant in it. With regard to the question as to grass seeds, he is asked if he pays out of his own pocket for the grass seeds.

21,413. "'Did you go to the expense of laying down the farm with permanent grass seed'?—Yes. By an agreement or custom of the country, two thirds of the land is laid down in grass at the cost of the tenant. But he was asked if he recovered anything. 'Supposing you received 'notice to quit could you recover anything for 'laying down this farm with grass?'—No, 'nothing'"?—My answer to that is that the landlord is in the tenant's hands without an agreement. There is nothing to prevent him from ploughing up the grass seeds, taking the crop and removing the crop both straw and corn. We are in the tenant's hands completely. He can recoup himself and more.

21,414. He is right there technically?—Yes, technically; but he blinks the question—it is a *suggestio falsi*.

21,415. With regard to the value of the land he pays about 32*s.* an acre. He is asked, "How "does your land compare with the land which "is from 35*s.* to 2*l.*? It is far worse land"?—Well, the 12*s.* an acre land is separated by a valley and brook from him; the 35*s.* to 40*s.* land is separated by a hedge. I may say I heard yesterday, he has let a field of five acres last year at 14*l.* a year, and before that 15*l.* for the five acres.

Lord Kenyon.

21,416. Did I understand you to say that he had no agreement?—He said he had not, but it was let to him by a Miss Kyffin, who was a cousin of mine.

21,417. Would you give him an agreement?—Yes, but now he is in possession, I do not suppose he would sign it. When once a tenant enters on the land there is the greatest difficulty to get him to sign an agreement.

Lord *Kenyon*—continued.

21,418. He was asked this at question 14,327, "Was there a clause in your agreement compelling you to cart coal and work with the team in harvest" and he says, "I never had an agreement; I never signed an agreement. They have tried but the reason I gave was that I cultivated my land better than they asked." Then he is asked by Professor Rhŷs (14,328) the reason for that, and he says—"My reason for not signing the agreement?"—In answer to that, he said he never had an agreement. Then Mr. George Bovill asks (14,329), "If the tenants never had an agreement to cart coal were they not paid for it," and he says "No, nothing." Then another question (14,330), "Did they know before they took their farms they would be expected to do so?—Yes, quite well." That is the agreement and they knew it. With regard to game he says he did not know whether it was reserved?—My cousin would have been the last person in the world to let the land without reserving the game. I do not believe I have anything else to say, except that if the tenant is aggrieved in any way, I should be quite willing to take the farm off his hands without notice and repaying him for any seeds.

Chairman.

21,419. And pay him for all the improvements he has put on the farm?—Yes. I saw no improvements excepting a hay barn which he put up himself—he applied to my brother, and he had leave to do so.

Mr. *Richard Jones.*

21,420. What do you say in answer to this statement. He says there were no buildings on the farm and in consequence he was obliged to lay down the land in pasture?—I looked over the farm yesterday and I found ample buildings for the size of the farm. I found two pig-styes, a cart-shed, I found a stable, I found a granary, and I found two cowhouses which would hold ten cows, five in each, and a comfortable house, and in fact sufficient buildings on the farm to cultivate the 35 acres—ample. But more than that, he says when he cultivated the land he lost, but now he has laid it down in grass I am told that he is a money-making man. It is a grazing farm. It pays better to fatten cattle and sheep than to cultivate the land.

Mr. *Richard Jones*—continued.

21,421. Are there any shippons on the farm?—What do you call a "shippon"?

21,422. A shed for young cattle?—Yes—not besides the cowhouse. Then he keeps five cows and two calves for the winter. I consider that a very good stock indeed for a farm of that size. Some little time back, I asked a neighbour what profit he was making for a cow, and he told me 23*l.* per head per annum, was the profit made by him from his cows, and that farmer kept three.

21,423. That he sold them for that price?—No, the profit from the cows, the milk and calves, the return from a cow.

Mr. *Griffiths.*

21,424. On this farm?—On the farm of a neighbour of this man.

21,425. Are you prepared to say that there were never cottages upon this farm?—Most certainly, so far as I know; I have known the property for 30 years, and I have never known any. There was only one cottage in ruins; that was built for an old woman, not for workmen, and that is in ruins.

21,426. Is it not useless to lay traps to catch rabbits in any other place besides the runs?—No; you will excuse me, the burrows and rabbit holes are the proper places to lay traps in.

21,427. They come through his fence on the farm?—He should kill them at the headquarters of the rabbits. The burrows are on his farm in his occupation, and that is a place where they might be ferreted out, and every rabbit killed. I may say I never had a complant from the man or my agent.

21,428. Can you tell us who pays the rates and tithes on this land, let at 3*l.* an acre?—I should apprehend the tenant; it was let for grazing, I take it.

The witness withdrew.

Mr. ROBERT SMITH called and examined.

Chairman.

14,256. 21,429. You are farm bailiff to Lord Penrhyn?—Yes, my Lord.

21,430. You wish to rebut a statement of Robert Roberts, question 14,256, which is as follows:—"Did Lord Penrhyn give you the whole of the seeds you required for one year? —(*A.*) He order them, and I paid."—That is not right.

21,431. Will you tell us what you have to say about that?—I received a letter from the late Lord Penrhyn, dated 19th February 1872, which I produce.

21,432. Had you not better read that letter?—I will read it. "Mr. Smith, I received the enclosed letter to-day from a tenant at Yspytty." That is the letter referred to (*handing in letter*).

Chairman—continued.

21,433. That being Robert Roberts' letter?—Yes, my Lord.

Lord *Kenyon.*

21,434. It is in answer to that that Lord Penrhyn wrote?—It is enclosing that letter. His Lordship enclosed that letter to me with instructions. His Lordship says: "He is an improving man, and I have helped him in draining, and I told him last year that he seemed to have used bad seed, and he seemed to have not forgotten my remark. I wish you would get some good clover seed and turnip seed of the sort you recommend. Let me know the amount, and I will send you a cheque for it. You could write to him and

Lord *Kenyon*—continued.

" ask how and when it is to be sent." That is all the letter relating to that matter.

21,435. Will you kindly go on; did you order the seed, and did Lord Penrhyn pay for it; that is what we want to know?—I ordered the seed in accordance with his lordship's instructions, and paid for it.

21,436. Did you get the receipt?—I have got the invoice and my bank book to show the transactions. (*Witness handed in bundle of documents.*)

21,437. These are only the invoices, are they not?—Yes, my Lord, that is all.

21,438. Where is the receipt?—Here is the bank book showing the payment of the amount (*producing*).

Lord *Kenyon.*

21,439. You have not got the receipt?—The receipts are in my lord's possession.

Chairman.

21,440. What is the date of it?—September 28th, to Dickson and Sons.

Lord *Kenyon.*

21,441. April 18th, is that it?—That is the original; that is the seed account for Robert Roberts; it is the one sent to Bettws y Coed for Roberts.

21,442. To Bettws y Coed Station; is that it?—Yes.

Lord *Kenyon*—continued.

21,443. 25*l.* 6*s.* 5*d.*?—Yes.

21,444. I see it is included in the invoice here, 25*l.* 6*s.* 5*d.*; that is included in a big bill of 119*l.* 18*s.* 1*d.*, which is there?—Yes, and passed through my banking account, as you will see there, paid by Lord Penrhyn, I do not think there can be anything plainer; I am very sorry that it has happened so for Roberts, for I believe that there must be some mistake in his evidence, or else he could have never come forward to deny such a statement as that.

21,445. You think there is a mistake?—There must be a mistake on his part, surely.

21,446. But you think Mr. Roberts is an honourable man, and would not have made a statement of that sort, unless he was under a misapprehension?—I should hope not.

Mr. *Griffiths.*

21,447. Is it not possible that this amount might have been added on to it, when he paid his half year's rent?—No, nothing of the sort. You can see from Lord Penhryn's letter the intention to pay, and it was paid by me, most certainly.

Mr. *Grove.*

21,448. Was the seed sent to him from you, or direct from Dicksons'?—Direct from Messrs. Dickson and Sons. You will see the invoice. The invoice proves that.*

The witness withdrew.

Mr. MORRIS WILLIAMS called and examined (through an interpreter).

Chairman.

21,449. Have you been through this statement with Professor Rhŷs, is it correct, and is it the evidence you wish to give?—Yes.

The following statement of the witness was read:—

"Evidence of Morris Williams, Penygroes Farm, Llanrhwydrus.

"I am a tenant farmer occupying the above place.

"*Common Land:* Many labourers to my knowledge had enclosed small plots from the common at Llanfechell, and they had to purchase it, and some to purchase it twice from the Government.

"I am on the best terms with my landlord and the agent, though I never see my landlord."

Chairman.

21,450. Who is your landlord?—Sir George Meyrick.

[Statement continued.]

"Though I never see my landlord, and I could not understand him, neither could he understand me, but yet I do not experience any inconvenience.

"The letting is from year to year. I consider that I have greatly improved the farm during my tenancy in draining and building, and I was

Chairman—continued.

assisted by my master, but not as much as I would wish. This year my landlord is building an addition to the house.

"I have an agreement, and it is no hindrance to my carrying on the work of the farm.

"My rent is fairly reasonable if trade were brisk, but under the present depression almost all lands are too high. Abatements have been granted on the farm during the last 10 years.

"Labourers are scarce, and their wages are high, as trade is so poor.

"If all the landlords and agents were in my circumstances there would be no need of a Land Court, but I cannot shut my eyes to the great necessities of the country, taking it as a whole. There are many charging an unnecessarily high rent on their land, and it is quite unreasonable and even impossible for the tenant and his family to live on and pay all demands, without saving anything for himself and children for their labour. The only remedy I can suggest is to have a Land Court, fixed on a good basis between landlord and tenant.

"It would be desirable to have a law to prevent trespassing on land.

"There is no doubt but that there are many farmers in great straits in the country, one standing as surety for the other to have the means of paying their rents to the landlord."

* Subsequent to the receipt of this evidence, the original witness, Mr. Robert Roberts (*see* question 14,256), pending an opportunity for him to tender rebutting evidence, has forwarded to the Secretary several documents (including a receipt for a payment by Mr. Roberts of 24*l.* 19*s.* 10*d.*) with the view of substantiating his original statement that he had to pay for seeds ordered by Lord Penrhyn. The date of the receipt is "March 24th, 1875."

Lord *Kenyon.*

21,451. With regard to the Common of Llanfechell, have they to purchase it from the Government?—Yes.

21,452. Can you say anything more about that?—They had to buy it twice.

21,453. How was that?—Within my own knowledge my father-in-law bought a small holding on the side of the mountain; he bought it from the tenant at its full value, and in a considerable time after that, the Government stepped in and sold the portion that had been enclosed within a shorter period than 21 years, and then they came for another part under the 60 years.

21,454. Would you not call that a case of buying on bad title?—I consider that the Government have done an injustice.

Mr. *Griffiths.*

21,455. Is your farm arable or grass land?—Both.

21,456. Do you keep cows?—Yes.

21,457. Do you agree with the witness we called just now, that you can make 23*l.* profit from a cow?—No, I do not.

21,458. Do you think it can be done in Wales?—No, I do not. I never had a cow that I could do that with.

21,459. Have you a cow that could do half that?—Yes, no doubt.

21,460. You say that many farmers go security for others. Is it at the bank?—Yes, there are many throughout the country.

Mr. *Richard Jones.*

21,461. You say, Mr. Williams, that you are on good terms with your landlord and yet that you cannot understand him and he cannot understand you?—Yes, on the best possible terms. The agent is a Welshman and understands everything.

21,462. Do you not think it would be more satisfactory if you had any grievance, that you should go to the fountain head instead of through the channel?—I have never felt that necessity.

21,463. Is the landlord building the house at his own expense?—Yes, this year.

21,464. Entirely, only that you do the carting?—Yes, I do the carting.

21,465. You say, "If all the landlords and "agents were in my circumstances there would "be no need of a Land Court." What do you mean by a Land Court?—The law that you are about now. I cannot explain it.

21,466. Do you call a system of arbitration a Land Court?—I suppose that is what it is.

21,467. I will just ask you this: Do you think a system of arbitration would be a good thing between a landlord and a tenant to settle questions of improvements made on a farm?—I do not think it is necessary for us to have it, but it would be beneficial to the country.

21,468. Have you made any improvements on your farm?—Yes, a great many.

21,469. Supposing that you yield up possession, do you feel confident that you can recover compensation for those improvements at the end of your tenancy?—The whole of the improvements?

21,470. Yes, what you consider yourself entitled to?—I do not know, I am sure, what I would get.

21,471. Do you know what you would get according to the terms of your agreement?—No, I do not know.

21,472. So that when you carry out the improvements you do something, as to which you do not know whether you will get a return for it or not?—Yes; no one compels me.

21,473. Do you think that is satisfactory?—It is satisfactory to me. I have carried them out without being asked to.

21,474. I will put it in this way to you. Do you think it just that you should spend 500*l.*, say, in improvements on your farm and you leave in the course of five years, before you get an adequate return on that outlay—without recovering what you are justly entitled to?—No, it is not.

21,475. Do you think that a court of arbitration would be a good thing to assess rent where you and the landlord failed to agree?—I cannot prove that, but I consider it would be an advantage to the country.

Mr. *Grove.*

21,476. How long is it since the common at Llanfechell was inclosed—I mean, since those plots were bought by the people you have mentioned?—I do not remember.

21,477. Will you say about how many years?—The last portion was inclosed about 15 years ago.

21,478. When were the lots sold to the various parties that you have named?—I cannot say exactly, but somewhere about that time, or perhaps a little earlier.

21,479. Are you acquainted with the whole of the circumstances of the case?—No, that is all I know.

Professor *Rhŷs.*

21,480. You mentioned an agreement just now, I think. Have you got an agreement?—Yes.

21,481. Have you ever read it?—No, never, but I heard it read.

21,482. Was it translated to you?—Yes.

21,483. Do you know what conditions you are under?—Yes.

Lord *Kenyon.*

21,484. Arising out of what Mr. Richard Jones asked you just now, do you or do you not think that Sir George Meyrick would deal fairly with you when you gave up your farm?—I expect that he would at any rate.

Mr. *Griffiths.*

21,485. You are doing some hauling now for your new house, are you not?—Yes.

21,486. Have you entered into any fresh agreement with your landlord with regard to the expiration of the term of exhaustion for that building?—No.

Mr. *Griffiths*—continued.

21,487. No agreement whatever? — No, nothing.

21,488. Do you think the tenants on the estate are always paid for all the permanent improvements they make?—If times are good, they might get compensation.

21,489. Is it not in bad times they require it most?—Yes, certainly.

21,490. Do you know a place called Pantybyr on this estate?—No, it is not in our district. I do not know anything about it.

Chairman.

21,491. The following questions are handed in by Mr. Owen Wynne:—"Are there not a "good many farmers in Anglesey who hold "several farms, in some cases under different "landlords"?—There are very few in my district.

21,492. "What is your opinion of this"?—I cannot say anything about it.

21,493. The following questions are by Mr. Vincent:—"Is not the reason you do not "see your landlord that he is an invalid"?—No, it is not. He is poorly now, but I never saw him even when he was not poorly.

21,494. "Till last year did he not reside for a "part of every year at Bodorgan"?—Yes, but we live on the other side of the county.

21,495. "Is he at Bodorgan now"?—I do not know where he is.

21,496. These are Mr. Ellis Jones Griffith's questions:—"Was a house built on your farm "about 16 years ago"?—Yes.

21,497. "Who built it"?—Partly by each.

21,498. "Was the rent raised in conse-"quence"?—No, not after that.

Chairman—continued.

21,499. "Are you in favour of the tenant "obtaining compensation for improvements"?—Yes. Certainly that would be comfortable to us.

21,500. "Are you in favour of fixity of "tenure"?—Yes, certainly; everyone is in favour of that.

21,501. "Is there any way of obtaining these "changes except the appointment of a Land "Court or a compulsory reference to arbitra-"tion"?—I am not aware.

21,502. Have you any grievance?—Not amongst us as tenants.

21,503. "Not a single one"?—Not one, so far as I am aware.

21,504. These questions are handed in by Mr. John Hughes:—"Will you name some of "the landlords who are charging exorbitant "rents"?—I would rather not. See 21

21,505. "Is it within your knowledge that on "some estates abatements are made on farms "that have been taken on lease"?—I cannot answer that for certain.

21,506. Do you, or do you not, know that such is the case on the Honourable Lady Neave's estate?—No, I do not.

21,507. "Penyrorsedd Farm which is in your "district, for instance"?—Yes, it is in our parish.

Lord *Kenyon.*

21,508. Do you know anything about that?—I believe she does.

21,509. She has reduced it?—She allows an abatement.

The witness withdrew.

Captain PRESTON called and examined.

Chairman.

21,510. You are agent to Sir Richard Bulkeley and to Lady Neave?—Yes.

21,511. You give evidence for the Baron Hill Estate belonging to Sir Richard Bulkeley, and also with regard to Lady Neave's estate?—I do, my Lord.

21,512. You have prepared your summary of evidence in a joint manner, have you not?—In a joint manner, it will save a great deal of time.

21,513. So that all the answers are applicable to both estates, except in those cases where they happen to differ?—That is so, my Lord.

21,514. What is the acreage of the Baron Hill, Sir Richard Bulkeley's estate?—About 25,000 acres.

21,515. And Lady Neave's?—5,000, about.

21,516. I take that to be the present acreage of Sir Richard Bulkeley's estate?—The present acreage.

21,517. Have you anything to say as to garden allotments?—On the Baron Hill estate the garden allotments are let to the tenants and labourers in Beaumaris and Llangefni. Garden allotments are always granted where asked for

Chairman—continued.

on the Baron Hill estate. On the Llysdulas estate, the Honourable Lady Neave's, they are granted in the Pensarn district.

21,518. Then I take it that language, religion, and politics do not affect you in either estate?—In either estate. If you will allow me to mention it, during last year and the present year I appointed tenants of three of the largest farms on Baron Hill, with Sir Richard Bulkeley's sanction, and to this present day I do not know anything about their politics or their religion, nor do I care. I take them on their merits as farmers.

21,519. Then you are a farmer yourself, Captain Preston?—I farm 100 acres for myself and up to the present time I have been farming 600 acres on the Baron Hill estate.

21,520. Is that the home farm?—The home farm.

21,521. The usual date of entry is what?—The 13th of November on both estates.

21,522. You have a few farms let on leases, I believe?—A few farms on both estates.

Chairman—continued.

21,523. Is there any demand for them?—There is no demand worthy of mention, because tenants do not care, in the first place, to bind themselves to a fixed rent for a long period; in the second place, they believe themselves to be quite as safe in a yearly tenancy, but whenever leases are asked for on either estate, they are readily granted.

21,524. How do you compare leaseholders and yearly tenants with regard to their condition?—They are about equal. There are good farmers under leases, and bad farmers.

21,525. Have you many changes in your tenants?—There are very few changes. Many are tenants now whose families have been tenants for generations, descending from father to son.

21,526. Are there any cases of hardship, in your opinion?—Not to my knowledge.

21,527. When you resume the occupation of fields or plots out of holdings, for the sake of planting and so on, what do you do generally?—The question is: "In resuming the occupation "of a field or plot out of a holding, for the sake "of planting, building, or for other purposes, do "owners generally serve their tenants with "proper notices for the purpose, and grant them "compensation?" Yes, on Baron Hill and Lady Neave's estate in such cases it is mutually agreed to revise the rents in proportion.

21,528. And as regards damage done to the land in timber cutting, do you always compensate?—Yes, we always compensate where such occurs.

21,529. In the case of any mining, brickfields, quarries, or other industrial operations being commenced upon land, has the rent been re-adjusted or compensation granted?—The rents are always adjusted, and the tenants get full and reasonable compensation for damage.

21,530. Have you any penalising clauses in your agreements which are struck out?—There are penalising clauses, my Lord, but they are never acted upon, I may say, on either estate.

21,531. Do you think they are of any use?—They are of use in case of a bad tenant.

21,532. Then you think you would not advise their omission in fact?—Well, I think they are a safeguard.

21,533. But only used as such, and are never enforced?—Never enforced.

21,534. Tenants, of course, have a copy of the agreement?—Always.

21,535. Will you put one of your agreements in?—That is the Baron Hill agreement, and that is the other [*handing agreements*]. The counterpart lease is always given. The contents are always explained to a Welsh speaking farmer, and the draft of a proposed lease is always sent to the lessee for perusal, and its terms discussed before the settlement.

21,536. As to rent?—The rent is usually fixed at so much per acre, or at a gross sum, both on the Baron Hill estate and on Lady Neave's.

21,537. What is the usual rent of average lands of different qualities in your district?—

Chairman—continued.

With regard to the Baron Hill estate; about 1*l.* an acre for the lowland, and 1*s.* 6*d.* an acre for the upland, and on Llysdulas at about 15*s.*

21,538. Then do you have any other services rendered besides payment of rent?—None whatever.

21,539. Do you fix rent on the basis of valuation?—On a basis of valuation, and it is done also by private treaty.

21,540. Of course you do not take the highest bidder?—On no consideration.

21,541. Do you ever have to go to arbitration?—Never.

21,542. Could you tell us anything about the variation of rents?—The rents on the Baron Hill estate were raised generally in 1853. In some instances they were raised in 1862, and in 1876 there was a re-valuation. There has been no general re-valuation since Sir Richard Bulkeley succeeded in 1884. There have been permanent reductions and temporary abatements. On the Llysdulas estate in a very few cases, where relatives of the deceased or outgoing tenants were forthcoming, and fresh tenants taken in, and where the quality of the land justified such increase, they were raised.

21,543. Have you anything to say about abatements. Do you make any permanent reductions?—They were reduced. I could instance two, Castellior and Lledwigan on the Baron Hill Estate. As to temporary abatements, there were some in 1886, 1887, 1888, 1892, and 1893, and on Lady Neave's estate there were temporary abatements.

21,544. Since what time?—On Baron Hill estate in 1886 there was 1,687*l.* 18*s.* or at the rate of 12½ per cent.; in 1887, 1,135*l.* 12*s.*, or at the rate of 8¾ per cent.; in 1888, 617*l.* 4*s.* 6*d.*, or at the rate of 5 per cent.; in 1892–3, 1,261*l.* 3*s.*, or at the rate of 10 per cent. Then on the Llysdulas estate in 1886 at Lady Day there was 15 per cent. allowed; at Michaelmas 10 per cent.; at Michaelmas, 1887, 15 per cent.; at Lady Day, 1888, 10 per cent.; at Michaelmas, 10 per cent.; at Lady Day, 1889, 10 per cent.; at Michaelmas, 10 per cent.; at Michaelmas, 1892, 10 per cent.; at Lady Day, 1893, 10 per cent.

21,545. Then I take it that notice was given to the tenants of those intended abatements?—There was.

21,546. How are rents raised or reduced?—By the advice of the estate agent, subject to agreement with the tenant.

21,547. On the Baron Hill estate when do the rents fall due?—They fall due on the 25th of March, the 24th of June, the 29th of September, and the 25th of December.

21,548. That is four times a year—That is four times a year, but they are only received twice a year. They are paid in the first week of July and January in each year. On the Llys Dulas estate the rents are due Lady Day, and they are generally paid the last week in August, and Michaelmas, in January.

Chairman—continued.

21,549. The tithe, land tax, and so on, are paid as usual?—As usual.

21,550. And the average size of farms on the Baron Hill estate is what?—80 acres.

21,551. And onLady Neave's?—70 to 80 acres.

21,552. Is there any consolidation of holdings?—There were a few in some localities, before my time, none during my time, but about 30 or 40 years ago. On Lady Neave's estate there are none.

21,553. I suppose they are generally lowland farms that are consolidated?—Upon the Baron Hill estate; they are lowland in Anglesey; they are mountain farms in Carnarvonshire.

21,554. Do you object to consolidation on account of less labour being employed?—I do not object to it.

21,555. But you think the effect of consolidation would be, that less labour is employed?—To a certain degree it would be.

21,556. Do you allow sub-letting?—None, on either estate.

21,557. How about labourers?—There is no scarcity of labourers, and the fences and watercourses are properly attended to.

21,558. Is land going out of cultivation?—There is none going out of cultivation.

21,559. You have got, I suppose, some waste land which is still capable of improvement?—Yes.

21,560. Then with regard to repairs, who builds the new houses and repairs the buildings?—On the Baron Hill estate within 30 years about 7,868*l.* have been spent by the landlord in building new houses, farm buildings, repairing old buildings, and other improvements. In some cases the rents were raised, but subsequently reduced. On the Honourable Lady Neave's estate the houses and out-buildings have been erected, as well as general repairs, without increasing the rents. In every case where repairs are necessary, timber and slates have been allowed. Drainage pipes have been given to all that require them.

21,561. Do you give compensation by agreement on improvements?—By agreement.

21,562. Of course there is no contracting out of the Agricultural Holdings Act?—Not on Baron Hill. I think there is a clause in some of the Llysdulas agreements.

21,563. Then there is no tenant right, I suppose?—No tenant right.

21,564. On the Baron Hill estate is the incoming tenant obliged to buy the sheep according to the custom of the county?—On the mountain farms they are; that is the usual thing.

21,565. What can you tell us about game?—The rabbits cannot be preserved except on the land in the occupation of the owner. Hares for the most part are very scarce, and other game cases vary.

21,566. Do the tenants usually avail themselves of the provisions of the Ground Game Act?—They do.

21,567. What do you know about game damage?—I may mention that when applied for, game has been let to the tenants on the Baron Hill estate, but game in the whole parish of Llanbabo was recently let on lease to the tenants who re-let it at a profit.

21,568. Of course you do not expect them to beat the coverts, or anything of that sort?—Certainly not, not on either estate.

21,569. What do you say with regard to instruction being given in butter and cheese-making and so on, and lectures?—There have been a few cases in the neighbourhood of Beaumaris and elsewhere, and in the University College as to dairy-work—butter making.

21,570. Does anybody go near them?—They were rather poorly attended.

21,571. Who insures the buildings?—On the Baron Hill estate the buildings are generally insured at about two-thirds of their value. On Lady Neave's estate they are generally insured, the whole of them at two-thirds of their value.

21,572. Can you tell us what happens if any farms are sold—whether the tenant farmers buy them themselves or buy their farms if they are put in the market?—On the Baron Hill estate a good number were offered for sale. At the last two sales, all the tenants had the first refusal by private treaty.

21,573. There were no sales at Llysdulas?—No.

21,574. Then what were the dates of the purchase on the Baron Hill estate?—March 16, 17, and August 5, 1893.

21,575. Then I suppose the children of farmers do not usually receive wages. We have heard that very often?—Not to my knowledge.

21,576. When did the trade depression begin in your district?—About 1882 or 1883.

21,577. And what was the principal cause of such depression?—Foreign competition.

21,578. I suppose I can take it from you that the relations between Sir Richard and Lady Neave and their tenants are perfectly friendly?—Perfectly friendly.

Sir *John Llewelyn.*

21,579. Would you kindly tell us whether, in your opinion, the rents as compared with other estates, are high or low—whether they are more or less on Sir Richard Bulkeley's estate than other estates in the county?—I think they very much on the same average.

21,580. On the same level?—Yes, I do not know very much about the other estates.

21,581. We have been told that the large landlords will let their land at a lower rate than the small landlords. Are you of that opinion?—I am decidedly.

21,582. With regard to buildings, the custom on your estate is that you find the building materials, and the tenant finds the labour?—That is so. Timber and slates are granted by both estates.

21,583. You said there was no tenant right?—None.

21,584. Do you not consider that that implies a certain amount of tenant right?—Well, there is no fixed rule; they need not do it if they do

Sir *John Llewelyn*—continued.

not like to. We do not compel them to do it if they do not wish to do so.

21,585. Do you not consider that the house is a necessary part of a farm?—I do.

21,586. But that is the custom of this county, the ordinary custom?—Yes, it is, and has been for generations.

21,587. Do you know the rest of Wales at all, other parts of Wales?—I know a good deal of Carnarvonshire.

21,588. Do you know whether it is the custom in other parts of Wales?—I believe it is in Carnarvonshire.

21,589. It is a custom that you found in existence and in operation in the county when you first came into the county?—Precisely so.

21,590. With regard to the insurance of buildings, you said, if I understood you aright, that they are insured up to about two-thirds of their value?—That is so.

21,591. Who pays the premium?—The tenant.

21,592. That is part of the agreement?—Part of the agreement.

21,593. Have you had any cases of fires?—Not in my time. There was one.

21,594. I wanted to know who would benefit by the money received from the insurance company. How would it be employed?—In rebuilding.

21,595. Who would receive the cash from the insurance company?—To the best of my belief the tenant.

21,596. There was one case. What was that one case?—Mr. Crewdson, who is the tenant of the Bull Hotel. His farm buildings were burnt, some of them, I think it was in 1891, and they were rebuilt.

21,597. Is the insurance made in the joint names of landlord and tenant?—I think not.

21,598. In some cases that we heard yesterday it was so. But you think that the money would be claimable by the tenant?—Yes, it would be receivable by him.

21,599. Who received it in the particular instance to which you allude?—Mr. Crewdson, to the best of my belief, received it himself.

21,600. And it would be applied to the rebuilding?—It was applied to the rebuilding.

21,601. Then you mentioned abatements over a series of consecutive years. If abatements of rent are made over a series of years, would the tenant receive any reduction of his rateable value in consequence of the abatements, in the assessment of his land?—No, I do not think so—none.

21,602. Do you think he would in the case of a permanent reduction?—I think he would.

21,603. Do you not think that he might receive it if he applied, even in the case of temporary reductions over a series of years?—I think he might if he applied for it.

21,604. Are you on the Assessment Committee?—No, I am not.

20,768, 99. 21,605. I should like to ask you a question about a case that came before us yesterday. Mr. John Roberts spoke about compensation for improvements, and he spoke of having made an appeal to Sir Richard Bulkeley for compensation?—Quite so.

Sir *John Llewelyn*—continued.

21,606. Have you got that case under your consideration at this present time?—That case is under our consideration. The purchase is not complete, and Sir Richard Bulkeley fully intends to go thoroughly into the matter with other cases. We have other claims for compensation on various farms that were sold, but Sir Richard Bulkeley is considering the matter, and in due course it will be attended to with the others.

21,607. I am glad to hear that from you, because I think that the witness yesterday was rather afraid that the adjournment was an adjournment *sine die*?—If I might be allowed to explain, we were expecting our London solicitors down here to attend, but they were obliged to go on other business; and when they came down here those questions were all to have been settled.

Professor *Rhŷs*.

21,608. Does the tenant always have a copy of his agreement?—Always.

21,609. And he has time to look over it before he signs it?—Plenty of time. They can always take it home with them, if they like.

21,610. And after signing it he takes a copy with him?—Certainly, on both estates.

21,611. You have not got a Welsh agreement in use on the estate, have you?—No, but it is always explained to them in Welsh.

21,612. With regard to building, I think you mentioned that the landlord gives timber and slate. What about the stones, or the bricks for the walls?—In many cases the farmers supply the stone.

21,613. They quarry them and cart them?—Yes; they quarry them and cart them.

21,614. And also pay for the mason's work themselves?—In the case of the last buildings that were erected by the Baron Hill estates in Carnarvonshire, the landlord paid for everything except the haulage, and he did not raise the rent in any of them.

21,615 But what is the custom on the estate in this county? What is the usual practice in this county?—It varies; in some cases the landlord builds.

21,616. Entirely?—Entirely.

21,617. Then you do not raise the rent over here?—In one case we did raise it five per cent.

21,618. A witness we had before us yesterday thought that foreign competition told very much against the labourer. Do you think that is correct?—I think foreign competition does.

21,619. It tells against the labourer?—I think it tells against everybody.

21,620. We are pretty well agreed that it tells against the farmer. Would you say it was also hard upon the labourer? What about the price of bread, for instance?—I should say, in reply, the price of corn being unremunerative to grow

Professor *Rhŷs*—continued.

it, they necessarily employ less labour, and men flock to the towns. I think that the imposition of 5*s.* or 10*s.* duty upon a quarter of corn would be a sufficient increase to make corn-growing profitable, when about twice the number of men would be employed, and, by draining the surplus population of towns, it would improve the lot of labourers.

21,621. That is going beyond my question. I ask you what would be the effect, do you think, on those labourers that are employed. Are they not better able to buy what they want when the provisions are cheap?—Yes, they are, but then I think a less number are employed, owing to foreign competition.

21,622. You think it brings down the wages in that way?—I think so.

21,623. A labourer yesterday, in the other room, where you attended I think, mentioned that they have lost a good many perquisites since 1842 or 1849—in the last 40 or 50 years at any rate—and that the labourers are not so well off for that reason, as they used to be. What do you think of that?—I do not quite follow it.

21,624. He said that the labourers had lost a good many perquisites during the last 40 or 50 years; what they used to have from the farms, and that they now do not have them, but only the bare wages as a rule?—I do not know anything about that.

21,625. Allusion was made just now to the lectures given in the neighbourhood of Beaumaris, I think?—Yes.

21,626. Why were they poorly attended, do you think?—The farmers did not take sufficient interest in them to attend.

21,627. Were the lectures suited to their state of information?—Yes, they were dairy lectures. I attended some myself, and there was a practical illustration of the newest kind of dairying exhibited there.

21,628. Would they be in Welsh or in English?—It was in English that they were delivered, but there was a practical demonstration given; milk was churned and butter made, so that everyone could follow it.

21,629. Do you think the difficulty of language told against these lectures being a success?—I think it was more than that; they did not take sufficient interest in attending.

21,630. Do they depend on dairy produce much in that part of the island?—A great deal.

21,631. You mentioned upland and lowland property; how much upland property would you say you had on the Baron Hill Estate in this county. You see, Anglesey people will call the hills about here mountains, and so on. We have heard a good deal about the Llanfechell mountain, and I think that some of us, who know the rest of Wales would scarcely call them mountains. I want to know how much you would reckon as upland ground?—There is 7,827 acres of upland.

21,632. Of upland property in this county?—No, in Carnarvonshire.

Professor *Rhŷs*—continued.

21,633. I wanted to know with regard to Anglesey. Do you reckon that any of the land in Anglesey on your estates is upland property?—No, there is none. What do you mean—mountain property?

21,634. I think you used the words upland and lowland. I will allow you to define it according to the way you used the word yourself?—Quite so.

21,635. Is any of the upland property you speak of in Anglesey?—No, it is all in Carnarvonshire.

21,636. Then you practically have no upland property, as it would be called, in Anglesey?—None on Baron Hill. There is a copper mine on the Llysdulas estate. That is mountain land.

Professor *Rhŷs.*

That is probably Parys mountain.

Mr. *Grove.*

21,637. You stated that when farms are for sale, they are first offered to the sitting tenants?—At the last two sales they were.

21,638. When that offer is made, is a price named, or is it a matter for private negotiation?—A matter for private negotiation?—That is a copy of a letter which was written to the tenants before the sales (*handing same*).

21,639. You mentioned garden allotments About what rent do you get for allotments of that kind?—About 45*s.* an acre.

21,640. Is there any scarcity of labour on your farms generally?—Well, no; I have never found any.

21,641. Do you consider the cottage accommodation ample for them?—I think so.

21,642. Do we understand you rightly to say that the expenditure for repairs was 7,876*l.*; I think that is the figure you gave us?—The amount actually spent on Baron Hill since 1863 was 8,585*l.* 18*s.* 4*d.*

21,643. You have not given us the total rent-roll; you did not put that in as evidence, but you tell us that the abatements were 10 per cent. on about 1,200*l.* a year, therefore the rent-roll would be about 12,000*l.* Is that approximately the figures. There is no need to go into details?—On Baron Hill about 21,000*l.*

21,644. Then taking 30 years and dividing that sum of 8,585*l.*, it would be about 280*l.* a year that has been spent in repairs and new buildings, I suppose. Are we right in that?—I can give you the exact expenditure in each year.

21,645. It would be very desirable. We have had that in other places; and the per-centages of rent that there has been expended upon the land seem to vary so much, that it would be very interesting to us if you would put in that table, and very useful to us, no doubt. You do not object to put it in, I suppose?—No, I do not. (*Witness handed in the following table*):—

Mr. *Grove*—continued.

LOANS HAD FOR IMPROVEMENTS.

Year.	Names of Tenements.	Principal.	Interest.	Total.
		£ s. d.	£ s. d.	£ s. d.
1863	Drainage and embankment at Llwydfan, &c. (25 years).	1,016 18 4	699 2 6	1,716 0 10
1875	New farmhouse at Castellior (25 years).	653 0 0	441 7 6	1,094 7 6
1878	Buildings at Panthowell and Trosyrafon (31 years).	798 10 0	780 19 0	1,579 9 0
1882	New buildings, &c. at Castellior Dragon, Gwenfroisa, Plas Penmynydd, Tanrallt, Llwydfan, and Talycafn (31 years).	2,393 0 0	1,934 17 2	4,327 17 2
1884	New buildings, Castellior and Lledwigan (31 years).	1,044 0 0	787 1 4	1,831 1 4
1889	New buildings at Ty Synbach, Fferam ucha, Penlan, Ty Synberth, Tynllan, and Llanynghenedl Embankment (31 years).	2,680 10 0	2,020 13 0	4,701 3 0
	Total . .	8,585 18 4	6,664 0 6	15,249 18 10

Mr. *Richard Jones.*

21,646. I have just one or two questions to ask you on the agreement. There is one clause "not to take two successive crops of hay off "any portion or portions of the said lands without having previously amply top-dressed the "same with farmyard manure or bones." Would you enforce that clause?—Is this Baron Hill?

21,647. Yes. Would you enforce that clause in a year like the present, when hay is so very scarce?—Well, as a matter of fact, I have shut my eyes to the fact, but I have seen several tenants taking second crops off their land and I have not interfered with them. There was only one case in which a tenant asked me leave, and he voluntered then to carry out this clause himself, and I gave him leave. In the other cases I shut my eyes to it; I knew that they were doing it, but I did not interfere in any way whatever.

21,648. Is this eighth clause enforced: "Once "in every three years to paint the outdoor "woodwork of the buildings and windows, doors, "and gates on the said premises"?—It is in the agreement, but I am sorry to say that it is not very often carried out.

21,649. You shut your eyes to that as well?—Well, I have to a certain extent, but I think it is to the benefit of both the landlords and tenants to keep the timber work painted.

21,650. The eleventh clause seems to give the tenant more liberty than he usually gets on other estates. He is "not to sell or convey, or "allow to be conveyed off the said lands and "premises any hay, straw, roots, or manure "without replacing the same with artificial "manures or feeding stuffs of one-third money "value of such produce sold." Do you know of a tenant who makes use of this liberty to sell hay and straw off their land?—I do.

21,651. I should think it must be a great boon to the tenants?—It is a great boon to them

Mr. *Richard Jones*—continued.

There is a great deal of wheat straw sold in the district of Beaumaris, and the price they get for their straw is almost more than they can get for the wheat. They get from 3*l.* to 4*l.* and sometimes 5*l.* a ton for the wheat straw, and we allow them to sell it.

21,652. That clause is a great credit to the landlord I must say: Again "Not to sell by public "auction any of the live or dead stock off the "said farm or lands without the landlord's "sanction in writing." What is the object of that clause?—It is possible that the tenant might sell off all his stock unknown to us, for instance, at the far end of Anglesea or away in Carnarvonshire, without my noticing it in the paper, and I might find that the tenant has sold everything off. But it has never been refused if they ask us permission to sell by auction.

21,653. Is clause 15 enforced: "To keep one "dog for the use of the landlord if required"?—It has never to my knowledge been enforced in any possible way.

21,654. I think you say you are prepared to grant leases if they are applied for. On what terms do you generally grant leases?—I do not quite understand the question.

21,655. I am mistaken; you say there is no demand for leases. You do not know of any cases where a tenant has applied for a lease?—And been refused?

21,656. And been refused?—None; they never are refused.

21,657. Have you had any application for a lease?—Oh, yes.

21,658. Then I suppose you failed to agree as to the terms?—Yes. We mutually agree in the estate office, and then a draft lease is sent to the tenant for approval, and if he agrees to it, then he gets his lease.

21,659. Have you any leaseholders; have you any tenants under lease on your estate?—On both estates, yes. I have a copy of the lease of each, in case you would like to see it.

21,660. What are the terms on which you grant leases as a rule?—What do you mean by terms? I do not quite understand you.

21,661. As far as the rent is concerned?—I will put in a copy of the lease on each estate if you please. (*Documents handed in.*)

Mr. *Griffiths.*

21,662. I was not here when you first commenced your evidence, but if I rightly understand, you are a practical farmer yourself?—I farm 100 acres of my own and about 600 acres for Sir Richard Bulkeley.

21,663. Can you speak Welsh?—I can a great deal, quite enough to make myself understood, and to understand the tenants.

21,664. Could you give us the size of these allotments that you speak of; you need not be very particular; just give us round figures?—They are three acres in Beaumaris.

21,665. Do some of the allotment holders keep cows?—They are more for gardens.

Mr. *Griffiths*—continued.

21,666. Are they attached to or adjoining any of the cottages, or what?—No.

21,667. Apart?—Separate and apart.

21,668. Do the labourers eagerly take them up?—Yes, but there is no further demand. All the demand has been supplied both in Llangefni and Beaumaris.

21,669. Are they generally taken by agricultural labourers or by artizans?—I think they are more, people with shops and small business that want ground to grow their vegetables.

21,670. None of them keep cows?—Not on the allotment grounds.

21,671. Do you think it would be advantageous for a labourer to keep a cow—a farm labourer?—Oh, I think it would in some cases.

21,672. Do you think the tenants as a rule would be willing to part with the land?—I think they would if there was a demand for it.

21,673. What I mean is, it would be the means of keeping the farm labourer in the country instead of running into the towns?—Quite so.

21,674. I suppose you keep a dairy?—Yes, I do.

21,675. What is your experience; what do you think is the profit a man can make of a cow in a year?—Well, it is so different in different localties. For instance, about Beaumaris there is a tremendous demand for milk, and then away in the far parts of Angelsey it is a difficult thing to get it to market.

21,676. But take Wales as a whole; what would you consider would be about the sum a man could make of a cow?—I have not studied the matter, so I am afraid to give an opinion.

21,677. You would not like to express an opinion?—No, I would not.

21,678. When farms are sold on the estate, what is your general custom with regard to permanent improvements effected by the tenant?—Well, we consider every case on its own merits, and then we compensate according to what we think to be just and fair.

21,679. Is it ever referred to arbitration?—In my time it has not been.

21,680. The tenants generally have to submit to what you propose?—Well, that is so.

21,681. Have you any period marked out as a period of exhaustion with regard to building walls, outbuildings, and so on, when a tenant has to leave the farm, after having made great improvements?—I thought that came under the Agricultural Holdings Act.

21,682. But you do not abide by the Agricultural Holdings Act on your estate, as a rule, do you?—Yes.

21,683. You do?—Yes.

Lord *Kenyon.*

21,684. Am I right in supposing that your agreements are under consideration. Has there been any conversation with Sir Richard about your agreements?—That is so.

21,685. There is some idea of revising them?—That is so.

21,686. Comparing the system of the tenants in this county, putting up and erecting their own buildings and doing repairs, and the system which prevails elsewhere of the landlord doing it, which do you consider the better system?—I think it is better for the landlords to do it.

Mr. *Kenyon*—continued.

21,687. You stated that 7,868*l.* had been expended in 30 years in buildings. That is not a very large sum of money in 30 years. I suppose the smallness of that sum is attributable to its being the custom of the country for the tenant to do the buildings?—That was the sum actually expended, but if you will kindly refer to that paper you will find there was a considerable amount of interest, as well as I remember, making it up to 15,000*l.*; I think that is so there; it came to a total of 15,000*l.*

21,688. It is owing to the custom of the country that more was not done, I suppose?—Quite so.

21,689. Does this apply to the Carnarvonshire property as well?—It does.

21,690. What is the system with the Carnarvonshire property?—Just the same as in Anglesea.

21,691. Just the same as this?—Just the same, excepting that lately all the buildings were put up by the landlords. There was one new house and all the farms except one were put into a thorough state of repair.

21,692. Do you consider that the estate is lowly rented in consideration of that fact, that the tenants do the buildings?—I do, very lowly rented.

21,693. And on that account?—It was proved by the sale.

21,694. In granting these leases do you exact any premium?—From the tenant?

21,695. Yes?—None whatever. He has got to pay the solicitor.

21,696. For the lease?—For the lease.

21,697. Yesterday a case was mentioned to us where a man had to pay 50*l.*, apparently as a premium for the lease. There is nothing of that sort in your case?—There is nothing of that sort on this estate, nothing.

Chairman.

21,698. I have several questions handed in by Mr. Vincent. "Have you had any experience of "the working of the Irish Land Court?"—I have.

21,699. "Does it satisfy either owner or "tenant?"—No.

21,700. "Do you think that if there were a "Land Court here, the landlords whom you "know would expend money on buildings, "repairs, or improvements?"—I do not think they would.

21,701. "Were the prices at which holdings "were offered to the sitting tenants frequently "lower than those realised in the market at the "auction?"—Very much so.

21,702. Will you put in the conditions?—Yes, these are the conditions of sale (*producing same*).

21,703. Then I have several questions by Mr. Ellis Jones Griffiths. "Have any tenants on the

Chairman—continued.

" estate ever complained of the game ? "—Yes, one.

21,704. " Have you ever given notice to quit " in consequence of receiving such complaints ? " —No, not in consequence of receiving the complaint. I would respectfully submit, my Lord, that the question alluded to has been amicably settled between the landlord and the tenant, and, unless you think otherwise, I think it is a pity to allude to anything that has been already settled. The tenant referred to is at present in his holding, and is perfectly satisfied.

21,705. And that is the only complaint you have had ?—That is the only complaint.

Professor *Rhŷs.*

21,706. You say you have amicably settled; would you mind giving the date?—It was settled, as well as I remember, the beginning of this year.

Chairman.

21,707. " What is the rule as to building on the " estate; does the landlord or tenant build ? "—I have already answered that.

21,708. " Do you know Neuadd, Cemlyn ? "—Yes.

21,709. " What proportion, if any, of the ex- " penses incurred in building upon this farm, " two years or so ago, did the landlord con- " tribute ? "—That is on Lady Neave's estate.

21,710. Can you call that to mind ?—Well, it was before my time, but I have a sub-agent here who can answer the question.

21,711. " Can you name the three farms on " which you say there has been recently a " change of tenancy ? " Which estate is that on ?—Baron Hill estate. Yes, I can.

21,712. " Is Cremlyn one of them ? "—Cremlyn is one of them.

21,713. " Is the present tenant of Cremlyn a Conservative ? "—I do not know.

Mr. *Ellis Jones Griffith:* I should like to ask for the names of the three farms, if your Lordship pleases.

Chairman.

21,713*a*. Will you name the three farms on which you say there has been recently a change of tenancy ?—Cremlyn, Lledwigan, and the Home Farm at Baron Hill.

21,714. " You have spoken as to the re-valua- " tion in 1876; on how many farms was there " a reduction of rent in consequence of such re- " valuation ? "—I cannot say.

21,715. " Can you name one farm on which " there was a reduction in consequence of such " re-valuation ? "—Well, I am not now prepared to say.

21,716. " Do you know Hafod onen ? "—I do.

21,717. " Did the tenancy of this farm ter- " minate on the 29th September;" do you remember ?—I do not remember.

21,718. " Was Hugh Owen compelled to give " up the tenancy because he refused to agree to

Chairman—continued.

" this clause as to the time when the tenancy " determined ? "—His son whilst claiming his vote, two or three years ago, said, in open court, that his father never signed an agreement. The contention that my agent had in opposing his claim was that Mr. Owen had no right to sub-let his land. He was requested, in course, to sign the ordinary agreement. He refused. He ultimately gave Lady Neave a notice of his intention to quit the holding.

21,719. " In case of a tenant leaving on the " 29th September, might not the tenant be com- " pelled to leave some of his crops on the farm ? " —No.

21,720. " What is the present arrangement on " the Baron Hill estate as to manure left on the " farm by an outgoing tenant, and made pre- " viously to the 1st July immediately preceding " the determination of the tenancy ? "—" On the " determination of this tenancy the landlord or " the then in-coming tenant shall take all hay, " straw, green crops, and manure at a valuation, " such valuation to be on the basis of what is con- " sidered a consuming price on the farm, the " value of green crops to be computed by their " weight. Manure made previous to the said " 1st day of July and not applied to the land, " to become the property of the landlord or the " then in-coming tenant, the tenant claiming no " compensation whatever for the same."

21,721. " The witness Morris Williams was " this morning asked as to Lady Neave's abate- " ment on Penyrorsedd. Do you know that " when a lease was granted to this tenant about " two years ago, the rent reserved under the " lease was an increase of 26*l*., or how much on " the rent previously paid ? "—There was an advance of 16*l*. Sec 21,504.

21,722. " Do you agree that previous to the " time when the lease was granted the tenant " had spent many hundreds of pounds on im- " provements ? "—Yes.

21,723. You agree to that ?—He built a great number of walls.

21,724. What compensation is he now entitled to ?—He does not want any compensation, he has got his lease.

21,725. He has no compensation beyond the lease ?—No, he never asked for any.

21,726. " When was the first sale of land on the estate ? "—On Baron Hill.

21,727. When was the first sale of land on Sir Richard Bulkeley's estate [Mr. *E. J. Griffith:* I mean the first of the recent sales—1891] ?—I think it was 1891.

21,728. " Have you given compensation to all " the tenants whose farms were then sold ? "—No, there are some under consideration.

21,729. " How many tenants are still uncom- " pensated ? "—I think there is only one who has asked for compensation, as well as I remember.

21,730. " Have some of these cases been under " consideration for two years "—or has this one case ?—There is only one case, and the tenant was in my office some days ago and expressed himself as quite satisfied to leave the matter

Chairman—continued.

open till November when we intend to settle the whole of the cases.

21,731. "Do you carry on negotiation and "conversation with Welsh speaking tenants in "Welsh?"—When I visit the farms I do. If they can speak English, I speak English.

21,732. "When you correspond with such "tenants is the correspondence in Welsh or "English?"—In English.

21,733. "You have said that the penal "clauses are only used against a bad tenant?" —That is so.

21,734. "Do you agree that they may become "a power for mischief in the hands of harsh "landlords, presuming that such landlords are "possible?"—Well, a bad landlord can inflict injury on his tenant without those penalizing clauses.

21,735. I now have a number of questions by Mr. R. H. Williams: "When does the tenancy "expire on Lady Neave's estate?"—I think I have already answered that.

21,736. Is it the 29th September?—The 29th September.

21,737. "Does that not cause much in- "convenience to an outgoing tenant, as "tenancies generally expire on 13th Novem- "ber?"—I have never heard of any complaint.

21,738. "You stated that buildings on the "Baron Hill Estate were insured to two-thirds "their value. Does the tenant under the present "agreement not agree 'to insure and keep insured "for their full value' all the houses and buildings." Will you just look at the agreement?—It says "to their full value" in the agreement.

21,739. I have some other questions handed up about the game. You say there is only one dispute about game, and that has been settled and you think it would be a pity to reopen it?—It would be a pity to reopen it, and both parties are satisfied.

21,740. "Does Sir Richard Bulkeley sublet "the game on any and on how many farms on "his estate?"—He does sublet it on some. He lets it to a shooting tenant.

21,741. "Have you had any complaints that "such persons to whom the land is sublet for "the purpose of game, cause damage to farmers "by leaving gates open and otherwise causing "injury to the farmer's property?"—I have, a few days ago—the day before yesterday; we shall endeavour to have that case amicably settled and I have no doubt I can do so.

21,742. "At whose expense were house and "outbuildings erected on Bodwrog farm some "years ago?"—I do not know. It was before my time.

21,743. You do not know whether Sir Richard Bulkeley allowed anything towards the erection at the time?—I do not think he has ever been asked—to my knowledge he has not been asked.

21,744. "Was any compensation allowed the "widow and executrix of the late tenant, in "respect of the buildings when the farm was "sold this year?"—None has been asked for.

Chairman—continued.

21,745. "You have said there has only been "one dispute as to game, and that this year?" —That is so to the best of my belief.

21,746. "Will you read this letter" [Letter handed to witness]?—Am I permitted to read this out?

21,747. Yes, please read it out?—"From W. "M. Preston, Estate Offices, Baron Hill, Beau- "maris. To Mrs. Mary Owen, Park Manor, "Llansadwrn, 8th October 1891. Madam, In "reply to yours of yesterday's date I beg to "say that a few days ago I went over the land "which you complain of, and inspected the "crops which you allege have been damaged by "game. The only thing that I could see was "a small field on which was grown what was "supposed to be corn; on looking at it, I found "that the crop consisted principally of weeds "and dirt, and the very shameful way in which "it was left out exposed to the weather would "have ruined any crop however good it might "be. I therefore decline to send anyone to "inspect your crop further and I also decline to "pay any damage whatever for the alleged "trespass by game. Yours faithfully, W. M. "Preston." That is perfectly true.

21,748. Now I have some questions by Mr. Owen Williams. "What was the rent of Fferam "Uchaf to John Jones?"—146*l.* 10*s.*

21,749. "By whom were the tithes paid?"— The tithe was paid by the tenant.

21,750. "By whom was the game let?"—The game was let to the tenant, who sublet it at a profit.

21,751. "Do you know in what state the "buildings of Fferam Uchaf were when the "farm was sold two years ago?"—Well some of them were out of repair.

21,752. "Do you know that the house was "upheld by a buttress?"—No.

21,753. "Had the wall of the house leaned "six inches from the loft?"—I do not know.

21,754. "Had a portion of roof of the stable "fallen in?"—It may have. I do not know.

21,755. In what state were the buildings at Fferamgyd, Tynrhos, and Llanol in the parish of Llanbabo?—I do not remember.

21,756. I have some further questions by Mr. Ellis Jones Griffith: "At the sales on the estate "did you give instructions to anyone to bid "against the sitting tenants?"—Certainly not.

21,757. "Do you say that you have no know- "ledge that there was bidding against the "sitting tenant either before or after the "reserve price was reached?"—None whatever. I have no knowledge whatever of such a thing.

21,758. "Were the sitting tenants acquainted "with the reserve price before or at the sales?" —The tenants were never acquainted with the reserve price.

21,759. "Were they pressed, or asked, or "induced to make an offer?"—In no way whatever.

Lord *Kenyon.*

21,760. Were they not asked to make an offer?—I have put in a copy of a letter that

Lord *Kenyon*—continued.

was sent to all the tenants giving them the option.

Chairman.

21,761. But there was no pressure?—None whatever.

21,762. "Referring you to Tywian, was this "farm offered to the tenant at 3,500*l.*?"—It was.

21,763. "Did the farm fetch in public auction 2,820*l.*?"—Yes, that is so.

21,764. I have some further questions by Mr. R. H. Williams. "At the sale on the estate, "whether a farm was sold to the sitting tenant "or not, was the purchaser entitled to the "benefits of all improvements on the farm "when possession was given up?"—That is embodied in the conditions of sale.

21,765. But was that so or not, do you remember?—I do not remember. I have put in a copy of the conditions of sale.

Lord *Kenyon.*

The clause in the conditions is this:—"All "the lots are sold subject to the tenancies, "tenants' rights (including such compensation "as the tenants may be entitled to on the "expiration of their tenancies, whether under "their agreements, the custom of the country, "statute, or otherwise)."

Chairman.

I now have some questions by Mr. Owen Wynne, relating to the case of Thomas J. Thomas, who gave evidence yesterday.

0,953, 8. [The Witness Thomas J. Thomas was recalled, and the examination of the present Witness, W. M. Preston, was interpreted into Welsh.]

21,766. [*To W. M. Preston.*] "Did you hear "Thomas J. Thomas, tenant of Glangors, give "evidence yesterday?"—I did.

21,767. "Was Thomas Thomas offered to "remain in the farm as tenant, and did he "decline to do so?"—That is so.

21,768. "Can you produce the only claim sent "in for compensation by him?"—I can (*producing a document*).

21,769. [*To T. J. Thomas.*] Did you send in that claim for compensation?—Yes, I did.

21,770. It is a claim for compensation, and the total is 316*l.*?—Yes.

21,771. [*To W. M. Preston.*] "What are the "years during which the improvements were "made?"—1874, 1875, 1882 to 1890, and 1880 to 1890.

21,772. "What are the items with the dates?" —In 1874, "Alteration and improvement at the "house approved of by Mr. Laurie, 150*l.*" In 1875, "New double cattle shed, facing, and improving, 70*l.*" In 1882 to 1890, "Facing and "improving boundary fence and planting 2,000 "thicksets; facing and improving other fences "and laying stone foundations, 30*l.* and 10*l.*; "total 40*l.*" 1880 to 1890, "Opening out four "main water courses to dry and improve the "bog, and draining of different parts of the "farm, 10*l.*"

Chairman—continued.

21,773. Is that all?—That is all; total 316*l.*

21,774. "Was he allowed anything in respect "of the more recent improvements?"—He was allowed 30*l.*

21,775. 30*l.* instead of 316*l.*?—That is so.

[*Witness T. J. Thomas.*] Yes, I received that.

21,776. [*To W. M. Preston.*] "Did you hear "Thomas express himself as having been "satisfied with his treatment in his evidence "yesterday?"—Yes.

21,777. [*To T. J. Thomas.*] Is there anything in what we have just heard that you want to rebut?—The letter in which I was told that I might remain on the farm was dated the 16th October. I produce the letter.

21,778. What has that to do with it. Mr. Preston has told us that it is the fact that you had taken another farm previous to the offer. Is there anything else?—I have only to say that he refused to ask Sir Richard Bulkeley for compensation for me, because I had refused to take the farm.

21,779. Did you yesterday, before Lord Kenyon, express yourself as satisfied with the treatment which you had received from Sir Richard Bulkeley?—No, I did not state that I was satisfied.

21,780. You never made that statement?—No, I did not.

21,780*a*. And you are not satisfied now?—No, I am not.

[*Witness W. M. Preston.*] Am I allowed to rebut the evidence that has just been given?

Chairman.

21,781. Certainly. Mr. Thomas states that I refused to bring it before Sir Richard Bulkeley. I utterly deny that. I laid the whole matter before Sir Richard Bulkeley.

[*Witness T. J. Thomas.*] Here are letters stating what I say (*handing several letters*).

Chairman.

21,782. [*To T. J. Thomas.*] There is nothing at all in these letters to show that Mr. Preston refused to lay the matter before Sir Richard Bulkeley?—There is in one of the letters.

Lord *Kenyon.*

21,783. No. In one of the letters he says he advised Sir Richard Bulkeley not to give any more compensation. I suppose that is what you mean?—Yes, that is what I refer to.

Chairman.

21,784. Mr. Preston says that he advised Sir Richard Bulkeley not to pay any more compensation, but he never refused to lay your case before Sir Richard?—He said that he would not ask.

Chairman.

21,785. No; all he says is that he cannot advise Sir Richard to give more compensation. I do not think we can carry that further.

[The Witness T. J. Thomas withdrew.]

Chairman—continued.

21,786. [*To Witness W. M. Preston.*] Two questions are sent up by Mr. R. H. Williams:—"When "was Thomas J. Thomas offered to remain "tenant?"—I do not remember the exact date without referring.

21,787. Perhaps this question will settle it. "Had he not taken another farm previous to "that?"—He had, but not to my knowledge. I was not aware of it.

Chairman.

That refers to another holding altogether.

[Mr. *R. H. Williams.*] Yes.

[The Witness Owen Williams was recalled and directed to listen to the evidence of the present Witness W. M. Preston.]

21,788. These are questions sent up by Mr. Owen Wynne: "Did you hear the evidence of "Owen Williams, of Tyn y buarth yesterday?" —No, I did not.

See 20,494.

21,789. "Was he or was his wife ever a tenant on the Baron Hill estate?"—Never to my knowledge.

21,790. "He was an applicant, I believe, for "a farm called Ty mawr, Llangwyllog, on the "death of Thos. Parry, was he not?"—I think that is a great many years ago.

21,791. "Thos. Parry died a bachelor and without any near relative, did he not?"—I do not know; I do not remember.

21,792. [*To Witness Owen Williams.*] Did you ever state that you were or that your wife was a tenant on the Baron Hill estate?—I do not understand that I said that, but I stated that my wife was executrix of Mr. Thos. Parry and represented him.

[Witness Owen Williams withdrew.]

21,793. [*To Witness W. M. Preston.*] "Have "you read the evidence of John Thomas, Ty wian, "given on Tuesday, the 10th instant?"—I read it in the paper.

[John Thomas was called, but did not answer.]

See 18,839, 21,814.

21,794. "Has Mr. John Thomas a lease, originally for 21 years, of which there are six or "seven years to run?"—That is so.

21,795. "Was the sale made, subject to lease, for 2,820*l.*?"—It was.

21,796. That is the price the place was sold for?—Yes.

21,797. "If there had been no lease, what do "you think the farm would have sold for?"—It would have been more valuable if there had not been a lease, very much more.

21,798. "Do you think 24*s.* per acre is the "present letting value of Ty wian, or for how "much do you think it would let if let at rack "rent?"—I think a fair rent would be about 30*s.* an acre.

See 20,767, 21,605.

21,799. "Did you hear the evidence yesterday "of John Roberts as to Ty hen, Llanynghenedl?" —I did.

21,800. "Is John Roberts the brother of the late tenant?"—He is.

21,801. "Did the late tenant die last year?" —That is so.

Chairman—continued.

21,802. "Was a lease of 10 years granted to "the late tenant, William Roberts, last year?" —It was.

21,803. "Did he ask for any further compensation or security?"—None whatever.

[John Roberts was called, and did not answer.]

Mr. *Richard Jones.*

21,804. In the letter that you wrote to John Roberts, and which he put in yesterday, I think you said that the question should have further consideration?—That is so.

21,805. And he took it for granted that as he had not received any letter from you, the matter was closed?—Oh, it is not closed.

Chairman.

21,806. He did not ask for any compensation, you say, and he got no compensation?—He never asked for any.

21,807. He never got any compensation?—No.

21,808. He has left the farm?—No, he did not leave the farm.

21,809. He has got a 10 years' lease?—Yes.

21,810. And he spent 2,000*l.* upon permanent improvements?—So they state.

Lord *Kenyon.*

21,811. So he says?—So he says.

Chairman.

21,812. Then he has got his 10 years' lease, and he has got to work out the 2,000*l.* permanent improvements in that time?—If the 2,000*l.* was spent.

21,813. Assuming that the 2,000*l.* was spent?—Assuming that the 2,000*l.* was spent.

21,814. I have a further question by Mr. Ellis Jones Griffith: "Can you explain why the "tenant of Ty wian was asked 3,500*l.* when he "himself was the holder of the lease?" Why did you put it at that figure?—That is by private treaty, I presume.

21,815. That is by private treaty?—That is the value we considered it.

21,816. Then you were disappointed when 2,820*l.* was made out of it?—Very much disappointed.

21,817. Further questions by Mr. Owen Wynne: "Has Sir Richard Bulkeley purchased "any farms during the last five or six years?"— A great number.

21,818. "If so, what farms, and where are they situate?"—During the last five years he has bought the whole of the Rhianva estate, offered for sale in the parish of Llaniestyn, near Beaumaris, his object being to consolidate his estate. This purchase he made at the express request of the tenants, all of whom have been retained as tenants. He has also bought other farms in the same neighbourhood, all from the owners, who were also the occupiers. They had bought from the Craig y don estate within the

Chairman—continued.

last six or seven years; for example, Ty mawr, Llanfihangellyusilwy Penbenllys, Llaniestyn. In these cases the sellers to Sir Richard Bulkeley made handsome profits on the transactions. He has purchased other farms; for instance, Fferam ucha and Brynfelin, and retained the sellers as tenants.

21,819. "Were these farms bought at the request of the sitting tenants?"—That is so.

21,820. "And have they been retained as tenants?"—That is so.

21,821. "At the sale of part of the Baron Hill "estate this year, did the whole of the tenants "in Penmynydd parish, purchase their holdings?" —That is so.

21,822. "Have they since sold them to Lord Anglesey?"—That is so, with one or two small exceptions.

21,823. "Are you aware of other instances in "which the tenants, having purchased their "holdings, have resold at profits?"—I am. I can name one instance, at Cerrig ddewi, in the parish of Llangwyllog. The purchaser has made a handsome profit by reselling about one half of the farm. He gave 9,900*l.* for the farm, and he held to the amount of about 6,300*l.* He has now remaining somewhere about 130 acres at 3,600*l.*, and I consider those 130 acres worth 5,000*l.*

21,824. Further questions by Mr. R. H. Williams: "What is the condition of the house and outbuildings at Tynymynydd, Penrallt?"—I do not know.

Chairman—continued.

21,825. "Is part of the house down for years?" —I do not know.

Professor *Rhŷs.*

21,826. Just one or two questions arising out of what has been said just now. Would you say that it was true that Sir Richard Bulkeley is getting rid of his landed property?—Only the outlying portions.

21,827. It is not true to say that he is getting rid of his landed property because it is troublous times for the landowner?—Certainly not.

21,828. He is consolidating his land?—He is consolidating near home, and selling the outlying portions, or has been doing so.

21,829. It has been suggested here that certain great landowners were inclined to get rid of their landed property just now. That does not apply to Sir Richard Bulkeley?—That does not apply to Sir Richard Bulkeley.

21,830. Then, a question was put by Mr. Vincent just now as to a Land Court. I am very hazy about this Land Court question, I must confess, and I am very glad to hear anything I can about it. Supposing a Land Court were ever to be established in Wales, must it go exactly on the lines of the Irish Land Court?—I hope not.

21,831. We have had it in evidence, I think, that the Crofters' Commission would supply a better model in regard to land tenure in Wales. Are you acquainted with the working of the Crofters' Act?—I cannot say that I am.

The witness withdrew,

Adjourned for a short time.

Mr. SAMUEL HUGHES called and examined.

Chairman.

21,832. You are, I believe, chairman of the Anglesey County Council?—I am, my Lord.

21,833. And you are a farmer, and live at Bodednyfed, Amlwch?—Yes.

21,834. Do you farm your own land, or are under any landowner?—I am under a landlord.

21,835. Who is he?—The Rev. Robert Hughes, of Gaerwen.

21,836. Is it glebe land? Is he a member of the Church of England?—No, my Lord.

21,837. What is he?—A Calvinistic Methodist.

21,838. I think you have a statement prepared?—I have.

21,839. Will you kindly read it?

(*The witness read statement as follows*):

"*Occupation.*

"Farms are let as yearly holdings, and very few leases are granted or are asked for, as it is generally understood that when leases expire, which they do in 14 or 21 years, a rise in the rent will take place, and that upon the occupiers own improvements.

"Also tenant farmers have a suspicion that leases are not in favour by the agent, and therefore they dare not ruffle the equanimity of that person by even asking for one.

Chairman—continued.

"I am not ready to say that changes of tenancy are more frequent than in former years, but when there is a change, it is my conviction that politics and religion influence the changes to a certain extent.

"As for agreements, I consider it a great hardship, and an injustice, that the tenant must pay a considerable amount for the same.

"Rents are usually fixed at a gross sum, and then calculated to be so much per acre, and more uniformity as to rents of land of similar qualities might and ought to be obtained. The small tenant pays much more per acre than the large farmer.

"Some estates, when there is a change of landlord, are re-valued by a surveyor, and almost in all these cases the rents are raised, and that on the improvements of the present or former tenants, and never to my knowledge has the agent or landlord allowed an arbitrator to interfere.

"There has been no permanent and substantial reduction during these last and greatly depressed years, and tenants appear very grateful and satisfied with the temporary deduction, which I consider to be wrong in principle, and its misapplication to rates, &c.

Chairman—continued.

"When a change in rent takes place it almost invariably changes for an advance, and that not so much upon any principle, or fluctuations of the market, but on account of some land encumbrances, or the landlords want of resources, and that the farm has been greatly improved through the energy, and at the expense, of the tenant.

"Holdings have been consolidated to some extent, and have resulted in less productions, less employment of labour, and a decrease in the population.

"*Cultivation.*

"Many farms in this country are thoroughly cultivated where the farmers have capital, and some sort of security, but on the whole they are neglected in many respects, and that on account of the uncertainty about them as to the landlord's selling, or some accidental advance, or the danger of being obliged to pay over again for their own improvements.

"I consider it quite wrong that farmers must build their own houses and outhouses, with only perhaps an allowance of timber and slates. The landlord ought to find such commodities on his land for his tenant.

"The Agricultural Holdings Act is a dead letter on almost all the estates, as well as the Ground Game Act, with the exception of rabbits, but very hard restrictions are laid by the landlord as to how to catch the rabbits.

"*The general Relations between the Landlord and Tenant.*

"Landlord and tenant are on most friendly terms towards one another at the rent audit, when the farmers, after hard scratching and borrowing money, pay their rents. The farmers again in return are treated to a sumptuous dinner and a glass of beer—the better class with their agents (the landlords being strangers and foreigners), and the smaller tenants at some lower room and on inferior diet.

The friendly feeling between these two classes is not what it ought to be. It may be the landlords are not aware of this, inasmuch as they have no intercourse with each other. Language is also a barrier, as well as their absence from their estates, and the tenant, whatever his grievance or burden is, when appearing before the agent or landlord, grins, smiles and bows with all complacency. I am very sorry to think and to say that the Anglesey farmers as a class (but of course there are exceptions) are of such a servile disposition, and will go through any amount of drudgery, rather than face manfully, and yet respectfully, their superiors, and openly lay before them their real and just grievances."

Lord *Kenyon.*

21,840. You say you feel it a great hardship and injustice that a tenant has to pay a considerable amount for his agreement. Am I to understand that you have had to pay for your agreement?—No, my Lord, I have not paid for it.

21,841. Have you been asked to pay for it?—No. At the farm where I was before, under another landlord, I was obliged to pay for it or not to receive it.

21,842. Do you think that is commonly the case?—I think it is, my Lord.

21,843. Would you name the estate?—It was not a large estate. It belonged to some person in the parish of Trefdraeth of the name of Hugh Williams; he is dead now. It was the farm where I was before, and Mr. Pritchard was the agent of it.

21,844. You put it down here as if it was generally the case or often the case. Do you think it is so?—I think it is so, my Lord.

21,845. You said the Ground Game Act is a dead letter, excepting as regards the rabbits. What do you mean by that? Are hares excepted; because it does not refer to anything else?—The tenants would not take very much for shooting a hare or catching it in any respect. The tenants would be very careful not to catch any hares.

21,846. Is that on account of Lord Anglesey's Harriers, or something of that sort?—That is one reason.

21,847. I want to get your reason for its being a dead-letter?—My reason is, that they want to preserve those for the landlords.

21,848. As a matter of fear, or as a matter of good feeling, or what?—It may be both, my Lord.

21,849. Which would be the most likely?—A matter of fear, I believe, most generally.

21,850. I am sorry to hear that. Then you say with regard to changes of tenancy you think that politics and religion, influence the changes to a certain extent. Can you give any instances of that?—The changes that have taken place in the district where I now live have been so, that Tories and churchmen have had the farms when the change took place, in the last few years.

21,851. On what estate was that?—On the Llysdulas estate, Lady Neave's estate.

21,852. In many instances?—No, not to my knowledge in many instances.

21,853. How many changes have there been there?—There have been two or three—three.

21,854. And in those cases, Nonconformists leaving, Churchmen have been placed in. Is that so?—Yes, my Lord.

21,855. In all three cases?—Yes, my Lord, except one of them, in two of them.

21,856. Do you happen to know whether there were any relatives who were Nonconformists applying?—I do not know that, my Lord.

21,857. I mean, I suppose we may take it for granted, that a Churchman may be a good farmer as well as a Nonconformist?—They are rather scarce in Anglesey, my Lord.

21,858. But you grant he may be a good farmer?—Yes.

Lord *Kenyon*—continued.

21,859. What I want to know is whether they were preferred when the relation a Nonconformist applied, or when there was some reason why a Nonconformist should have been put in?—I cannot say in those cases.

21,860. Because it may have been accidental?—It may have been.

21,861. We heard Captain Preston say, that he did not know the religion of the three last tenants he appointed on the Baron Hill estate?—Yes.

21,862. So that it would be perfectly accidental, according to him, if he had appointed a Churchman?—It may be, so far as Mr. Preston is concerned.

21,863. He is now agent for Lady Neave's estate?—He is.

21,864. Was he agent before those tenants were appointed?—I will not be sure. I rather doubt it.

21,865. Do you consider a man ought to hold more than one farm?—One farm is quite enough for a man, especially if it is of a pretty moderate size.

21,866. Do you know cases in your neighbourhood of a man holding more than one farm?—I do not, my Lord.

21,867. There are such cases in Anglesey, are there not?—There may be.

Mr. *Griffiths.*

21,868. You have no complaint to make about the holding you have, have you?—I have not.

18,530. 21,869. Do you consider the statement made by Mr. Prichard on the first day a correct one?—Which Mr. Prichard.

21,870. Mr. Prichard, of Holyhead?—I partly heard it. I dispute a great many statements that I heard from him.

21,871. I mean with regard to Conservatives and Churchmen, and on the other hand Nonconformists—Class A and Class B. He divided the parties?—Yes.

21,872. Class A were good landlords, and Class B were not so good?—Yes.

21,873. You have no complaint to make in your case, have you?—I have not.

21,874. You have noticed a rise in the rent on tenant's improvements round you, have you not? I do not mean to say in your case?—Not in my case.

21,875. In the neighbourhood round you, there has been a general rise in rent on the tenant's improvements?—Yes; when the tenant would be leaving, the other tenant would pay a higher rent, or on a re-valuation on his own improvement, he would have to pay more rent again.

21,876. The outgoing tenant is not paid then for the improvements he has made on leaving?—No, he is not.

21,877. Then the landlord takes advantage of that, and raises the rent to the next tenant?—So I believe.

Mr. *Griffiths*—continued.

21,878. You say again that agents do not seem to be in favour of leases. What is the reason that agents should not be?—Indeed I cannot suggest it now.

21,879. I think you have said so in your evidence?—I have said that tenants felt suspicious that agents were not favourable. I do not believe I said that the agents were unfavourable, only that the tenants thought so.

21,880. That the tenants had a suspicion that it was the case?—Yes.

21,881. You have no reason that you can assign why they should be?—I have no reason.

21,882. Why do you consider abatements wrong in principle? You mentioned that, I think?—I think a reduction in the rent ought to be made, and not a deduction from the rent annually. That comes as a relief in kind to someone from the landlord to the tenant, and not of his own right.

21,883. So as to enable the tenant to have a reduction in his rates as well?—Yes.

Mr. *Richard Jones.*

21,884. Have you any complaint to make in your own case against your landlord?—I have not. He is a very good landlord.

21,885. How many acres have you?—70.

21,886. I suppose you have an agreement with your landlord?—I have not.

21,887. Do you feel perfectly confident that he will not deal hardly with you?—Quite confident.

Mr. *Grove.*

21,888. Although you feel that he may sell your farm. The farm might be sold, perhaps. How would you be then?—I would be on the safe side.

21,889. You think you would even then?—Yes.

21,890. Have you at all thought out the desirability or otherwise of a Land Court?—I believe it would be very beneficial to the farmers of Anglesey to get a Land Bill, and a Land Court too.

21,891. Do you think if there was fixity of tenure that it would encourage the tenant farmers to put more capital and more labour into the land, and thus make it more productive?—I do, especially compensation for improvements.

21,892. Is there any unpleasantness caused by the question of game, to your knowledge?—Not so very much to complain of, in my neighbourhood.

21,893. Do you think there are sufficient cottages upon the farms as a rule?—They go to the villages and towns.

21,894. Then do you think there are sufficient labourers upon the land, generally speaking?—We find no scarcity of labourers.

21,895. Do you think if more cottages were erected that it would develop their sticking on the land more than going into the villages?—In general I think so.

Professor *Rhŷs.*

21,896. You have heard, I daresay, other witnesses speaking as to the accommodation for farm servants?—I have heard some of them.

21,897. What is your view of that?—That they are not at all what they ought to be, as to efficiency and comfort.

21,898. What do you suggest?—I would suggest that the landlords should build proper accommodation for the workmen on the farm.

21,899. Would that be a part of the dwelling-house of the farmer, so that they would be under his control more than they are now, or what?—That would be the best plan, I daresay; but I believe the labourers would have an objection to that too.

21,900. I am speaking more particularly of farm servants?—Quite so.

21,901. Those who have their meals at the farmers' houses?—Quite so.

21,902. You understand—not the day labourers?—I quite understand.

21,903. Well, go on please, and say what you were going to say?—What I was saying was that I believe the labourers themselves would prefer being separate from the house of the farmers.

21,904. Do you mean the farm servants?—Yes, but I think it would be more beneficial for them to be indoors in the same house.

21,905. What would the farmers say to it, do you think?—I do not think the farmers would have any objection.

21,906. Now the custom is not so, is it?—It is not so.

21,907. Would you say that the feeling of the country was rather against their being housed in the farmer's own houses?—The better feeling of the country is against it.

21,908. Against their being housed in the dwelling-houses?—No, against their housing them outside.

21,909. That is against the present custom?—Yes.

Lord *Kenyon.*

21,910. Do you mean by that, that the feeling of the majority, or the feeling of the better part?—Yes, and the feeling of the best people too.

Professor *Rhŷs.*

21,911. You would like to have more control over the farm servants, and try to stop some of the evils arising out of the present state of things?—I am sorry to say that the farmers are not so attentive to their labourers as I should like them to be.

21,912. Do you think there is a general desire on their part to improve the condition of the labourers?—I should say so.

21,913. You think that the best farmers would not object to having their servants, both men and women, in their own dwellings?—The women are already.

Professor *Rhŷs*—continued.

21,914. I know; but the men as well, the farm servant men?—I could not say; I could not answer you one way or the other, positively.

21,915. You are not sure that they would not rather object to that?—I am not sure.

21,916. Then what would you say as to the position of the labourers. I am rather uncertain in my mind with regard to them; I have heard contradictory evidence; is foreign competition favourable to the labourer. Does it make things cheaper for him or the other way?—I should say there is no doubt about it that things are much cheaper.

21,917. You would say that the position then of the labourer was perhaps better than it has been?—Much better than it ever was, I believe.

21,918. I was inclined to think the same, but we have had several witnesses who think otherwise. What have you to say further?—All food, whatever they consume, is much cheaper than it ever was, and the clothing again is much cheaper than it ever was, and the salaries are quite as high. Perhaps they have been a little higher than they are this year.

21,919. A few years ago?—Yes, a few years ago, but the wages are still high too—there are good wages still.

21,920. We heard one of the witnesses in the next room saying that they had lost a good many perquisites, and that they were no better off. I rather think he suggested that they were rather worse off. He came from the neighbourhood of Aberffraw?—I would not say so. I do not know what they have lost. When they did get a place for a sheep or a cow they had not so much wages. But the wages are better now although they have lost the other, perhaps.

21,921. You would have some difficulty in believing that they are worse off?—I am quite sure that they are not worse off.

21,922. He came from the neighbourhood of Aberffraw. Do you know that neighbourhood well?—Yes, I do.

21,923. They are much the same, I suppose, in your part?—Yes.

Sir *John Llewelyn.*

21,924. Who does the permanent repairs at Aberffraw, who makes the buildings, the landlord or the tenant, or is it joint?—The tenant does the buildings.

21,925. And does he also do the repairs afterwards?—Yes.

21,926. Is that customary over the county?—Not at all, quite the reverse.

21,927. What should you say was the custom?—I beg your pardon, I misunderstood your question. I mean to say that the tenants do build on their farms.

21,928. That is customary?—That is the custom, but I am allowed for all expenses that I go to, on my farm.

21,929. Are you repaid them in cash?—Yes.

Sir *John Llewelyn*—continued.

21,930. Then it is the owner of the farm who does them?—Virtually, yes.

21,931. He does the permanent buildings?—Yes.

21,932. Who does the repairs?—I do the repairs.

21,933. The tenant does the repairs?—Yes.

21,934. But the custom, as we have heard, I think, in the county generally, is that the owner of the farm finds the materials, and the occupier pays the labour?—It may be so; it is so, I believe.

21,935. That is customary in the county?—Yes, I believe so. The owner finds timber and slates, and the farmer does the work and cartage and everything.

21,936. You say that abatement in rent you thought was bad in principle?—Yes.

21,937. Lord Stanley held, I think, the same view, that it was bad in principle; he used I think the same words, that it was bad in principle?—Yes.

21,938. I should be very glad of your opinion a little further upon that point; do you think that the rent ought to be uniform over a series of years?—I rather believe it ought to be.

21,939. What would you think would be a fair period to fix a rent?—I have not been thinking of the question very much, but I should say seven years.

21,940. But there have been great variations in seven years?—Yes.

21,941. The principle to which you allude would be, that you would take a good year with a bad year in the period, so that upon the whole it would strike a balance?—Yes.

21,942. Is that customary on most estates now?—Not customary at all.

21,943. The custom is to give abatements?—Yes. I have not heard of a single reduction.

21,944. The abatement would probably be in the worst years?—Yes.

21,945. I should like to know your view as to the principle of that which you think is wrong?—The abatement?

21,946. Yes.—I believe the farmer ought to make out his rent from the farm, and not to pay more than he should make from his farm; I mean a farmer that farms his farm properly, and that abatement is not a proper thing.

21,947. Do you consider fixity of tenure would be a good thing?—I do.

21,948. That is providing against both parties, against both the landlord and the tenant?—If I had a choice between them I would rather have compensation for unexhausted improvements, but fixity of tenure no doubt would be very beneficent. Of the two, if it was asked of me, I would rather have compensation for unexhausted improvements.

Professor *Rhŷs.*

21,949. You would rather have good compensation than fixity of tenure?—Yes, of the two.

Sir *John Llewelyn.*

21,950. Do you know the three schedules of the Agricultural Holdings Act?—Not very well.

21,951. The basis of that Act, I think, was compensation?—Yes.

21,952. Perhaps you think it does not go far enough?—That is my opinion, so far as I have studied it.

Sir *John Llewelyn.*

If you have not studied it, I will ask you no more about it.

Lord *Kenyon.*

21,953. Is your landlord a Class A or a Class B landlord? Is he a big landlord or a small one?—Rather a small one.

21,954. Has he got more than one farm?—Yes.

21,955. How many has he got, can you tell me?—He has three or four other small farms.

21,956. About the same size as your own?—No, mine is about 70; there are two others, one about 30, and the other about 7 or 8.

21,957. Would you mind saying what your rent is?—60*l.*

21,958. For 70 acres, I understood you?—For 70 acres.

21,959. Then I suppose you have had no abatement?—No.

21,960. You would not have accepted it if you had been offered it, according to your principles, I suppose. One word more with regard to the accommodation for labourers. I did not understand whether you meant any accommodation downstairs in the house, say in the back kitchen?—Only for their meals, my Lord.

21,961. But would you wish the landowner to put up more accommodation for them downstairs?—Yes, better accommodation for them downstairs for their comfort in winter time.

21,962. Is there not, as a rule, a parlour and back kitchen, and a kitchen, in most farm houses in this country?—Yes.

21,963. How many more rooms would you require?—I do not want more rooms.

21,964. A farmer would not keep a fire in more than two rooms, would he?—No, I suppose not. But the farm labourers are not looked upon kindly if they stay in the house on a winter's night; they expect them to go out to their stable, and to their loft.

21,965. How is the landlord to remedy that?—The landlord ought in my opinion to build proper outside—if it be outside—buildings for them, a chamber.

21,966. A sleeping place, and a recreation room of some sort?—I do not say so much about recreation, but they ought to receive some comfort.

21,967. I mean you cannot expect a labourer to go off to bed directly he is turned out of the house, can you?—No, my Lord.

21,968. He must have some sort of room?—Yes.

Lord *Kenyon*—continued.

21,969. Do you think that ought to be outside the house?—I think that they (the labourers) ought not.

21,970. Is it rather a new idea, I mean to say. I suppose it is more the case in this country, because the labourers live on their master's finding more perhaps than they do in other places?—Yes, they do so here. They live on the farm, have their diet there, and sleep there.

21,971. What is your opinion of a recreation room in the village, or something of that sort?—I think there should be some sort of temperance house there, with periodicals and some books.

21,972. Would that answer?—Yes, I believe, they would attend, if they were properly encouraged by the farmers. I believe those places would be better encouraged by the labourers, if they were encouraged by the farmers.

Sir *John Llewelyn.*

21,973. Do you say there is such a house in your village?—Not in my village; there is one not very far off.

Lord *Kenyon.*

21,974. How would you manage that?—Would you manage it by a committee of the labourers and farmers together, or the labourers alone, or what?—Well, the labourers and farmers—the leading men of the locality.

21,975. I heard a labourer yesterday in the other room (I daresay you were not there), who said there was a great gap between the labourers and the farmers in this county?—I am afraid that is true.

21,976. And he said that that gap was caused by education mainly. He said that not one per cent. of the farmer's children went to the same school as the labourers' children. Is that the case, do you think?—I could not say so. They go to the board schools generally at first; the farmer's children go again, perhaps, to a boarding school, but at first they go to the same school.

21,977. He said not one per cent.?—I could not agree with that.

Mr. *Richard Jones.*

21,978. I think you said that you are in favour of a Land Court?—I am.

21,979. And that the periods for which rent should be fixed would be seven years?—Yes.

21,980. Sir John Llewelyn intimated that in the course of seven years there might be a great fluctuation of prices, and I think you agreed with him upon that point?—Yes.

21,981. Would you under those circumstances give a right of appeal to either the landlord or the tenant for an advance or a reduction in the rent, and that the person who lost should bear the cost?—I should not like to disturb the rent very often. I should not like to have the rent disturbed and re-fixed often.

Mr. *Richard Jones*—continued.

21,982. No, but you would like to have the rent somewhere in accordance with the prices, would you not?—Quite so.

21,983. Supposing that the landlord and the tenant failed to agree in case there was a difficulty about the prices, would you consider it advisable that there should be a right of appeal in cases of that sort?—Yes, I should.

Sir *John Llewelyn.*

21,984. In your opinion would a sliding scale or a fixity of seven years be the better of two alternatives?—I should rather say so. I am in favour of a fixed rather than a sliding scale, so far as I understand them.

21,985. But if you have it fixed for seven years, you would have it fixed on both sides. I take it, you would not?—Quite so.

Professor *Rhŷs.*

21,986. Have you known anything about the tithe difficulties?—I have a little.

21,987. You know the tithes were paid according to a sliding scale?—Yes.

21,988. That sliding scale is fixed according to prices for seven years?—Yes.

21,989. That was a great source of complaint on the part of the farmers—that the seven years period was too long?—Yes.

21,990. Would not this case be still worse? You fix an absolute rent for seven years, which does not slide at all?—Perhaps so.

21,991. And you would not approve of any abatement, either?—But I would approve, as Mr. Jones said, if the landlord and tenant agreed to consider the subject.

21,992. How would you fix your rent to begin with?—I am not quite prepared to answer that question—according to the market value of the produce and the cattle.

21,993. How do you get at it? According to whose account of the matter do you fix it. You see we want to understand something that would work?—I do not know. We could find the prices; they are stated, I believe.

Lord *Kenyon.*

21,994. What is the value of those statements?—I do not know, indeed, my Lord.

Professor *Rhŷs.*

21,995. You see there is nothing self-acting, like the barometer quite. How would you manage this?—I am not prepared to say.

21,996. You see all districts do not produce the same things, and then you do not get the same prices for things. I should always like to buy chickens at Llangefni, for instance, rather than at Oxford. What scheme would you propose to meet that state of things. I ask you the question as a practical man?—Indeed I am not prepared to answer.

21,997. You know you have to put things into some intelligible shape?—I must say I am not prepared to answer that question.

Mr. *Grove.*

21,998. But seeing that a farmer has to live by the sale of his produce, would you allow that to be a principle in fixing the rent, to start with?—I should think so.

Lord *Kenyon.*

21,999. But the difficulty is to arrive at the value of the produce, I think?—Quite so.

22,000. It varies between one market town and another?—Quite so.

22,001. And a farmer would not like always to have his values assessed upon the best beasts—upon the highest prices?—That is so, indeed.

22,002. They do not all sell the best beasts; and it would not be fair for the landlord if it was always put upon the worst?—Quite so.

Mr. *Richard Jones.*

22,003. But could not the value be arrived at by the local valuers putting a price on the different farms?—I do not see but that they could do that. If there was a Land Court I should say that that would be one of its functions.

Chairman.

22,004. The following questions are by Mr. Vincent "Is your landlord your uncle"?—He is.

22,005. "What Anglesey landlords do you say are foreigners"?—Lord Stanley is not a Welshman; Sir George Meyrick is not a Welshman.

Lord *Kenyon.*

22,006. Do you consider England a foreign country?—Rather.

22,007. Foreign to the Isle of Anglesey?—Yes.

Mr. *Richard Jones.*

22,008. You would say alien?—Yes.

Lord *Kenyon.*

22,009. Is Puffin Island a foreign country?—Between.

Chairman.

22,010. These questions are by Mr. Vincent: "If landlords provided the whole of the buildings would the tenants be content to have "5 per cent. on the outlay added to their "rents?"—I do not think they would.

Lord *Kenyon.*

22,011. Would they pay any interest?—They do. They are compelled to do so in some cases.

22,012. But I think the question is this, if the custom of the country were changed. Supposing instead of the tenant doing the buildings the landlord did them, would the tenants be prepared to pay a higher rent?—They would pay them, but they would grudge to pay them.

Mr. *Grove.*

22,013. Do you not consider 5 per cent. excessive upon that?—Yes, I do.

Mr. *Griffiths.*

22,014. Is it not expected that when a tenant takes a farm he has suitable buildings upon it?—Yes, but there is such a demand for land that they will take a farm, whatever buildings there are upon it, almost.

Lord *Kenyon.*

22,015. I suppose the tenants perfectly understand the custom of the country, just as well as the landowners do in the district?—They do, my Lord.

Chairman.

22,016. These questions are by Mr. John Hughes: "Is it not a fact that in the three last "farms that became vacant, two incoming "tenants were Nonconformists and one a Churchman. They were Rhosmanerch, and the home-"farm Llys Dulas, Nonconformists; and Hafodonen, a Churchman." Is that so?—They were, my Lord; but when they found that a farm could be got by becoming Churchmen, they would rather look towards the church, and now they go to church and chapel alternately.

22,017. The following questions are by Mr. Ellis Jones Griffith. "Do you know the case of "Ysgellog?"—I know something about it.

22,018. "Do you know that a brother of the "late tenant applied for the farm, and that he "was defeated in his application for the farm by "a Churchman and a Conservative, who was in "no way related to the previous tenant?"—I do. The brother told me himself that he applied to Lord Stanley for the farm and it was refused. He had a promise from the agent at first that he should have the farm, but it was afterwards refused, and the present tenant is a Conservative and a Churchman.

Lord *Kenyon.*

22,019. That is on Lord Stanley's estate, is it not?—On Lord Stanley's estate.

Chairman.

22,020. These questions are all by Mr. Ellis Jones Griffiths: "In case of re-valuation of "estates, do you know of any instance of the "tenant being consulted in the appointment of "the valuer?"—I do not know, my Lord.

22,021. "Is the valuer always appointed by "the landlord?"—I should say so.

22,022. "Can you give a single instance of "rent being reduced as the result of a re-valuation"?—I do not remember any.

Lord *Kenyon.*

22,023. Is Lord Stanley a Churchman?—That is beyond my knowledge.

Chairman.

22,024. The following question is by Mr. John Hughes:—"Will you again say that Mr. Richard "Hughes, Home Farm, Llysdulas, and Mr. "William Thomas, Rhosmanerch, are now "Churchmen?"—I do not believe that I said so before.

22,025. Are those the two gentlemen that you say go to church and chapel, too?—Quite so.

22,026. These questions are by Mr. John Hughes:—"Is it not a fact that there are dozens "of empty cottages in and near Almwch?"—I am very sorry to say that there are.

22,027. This question is by Mr. Hughes:—"Do you know of a Nonconformist landowner "who has let a farm to a Churchman?"—I do "not remember, my Lord.

22,028. The following question is by Mr. Vincent:—"Do you know the property in Llan-

Chairman—continued.

"dona parish called Tyn-y-pistyll?"—No, I do not, my Lord.

22,029. Then the other question is withdrawn. This question is put by Mr. Prichard:—"Have "you not heard that the rents of Rhos Badric, "Tyddynhowel, and Rhen blas were per-"manently reduced on purchase by Sir George "Meyrick?"—I have not heard, but I could not dispute that it was so. I have no recollection that I ever heard of it.

Sir *John Llewellyn.*

22,030. I suppose I need not ask you whether you have any objection to a man going to church or chapel, according to his convictions, so long as they are convictions. You have no objection to a man going to church if it is his conviction?—I have not the least, if he prefers so.

The witness withdrew.

Mr. C. F. PRIESTLEY called and examined.

Chairman.

22,031. You are a tenant farmer. Under whom do you live?—I am a tenant of my late cousin, F. W. Lloyd Edwards (his son is a minor) and of the Marquis of Anglesey. Two of my farms are in the Bangor and Beaumaris Union; the third is in the Anglesey Union.

22,032. You have three farms?—I have three farms.

22,033. What is the acreage of all those?—1,106.

Mr. *Richard Jones.*

22,034. What is the rent?—922*l.* 10*s.*

22,035. For the purposes of comparison could could you give them separately?—They are as follows:—Hirdrefaig, 300*l.*; Mynachdy, 420*l.*; and Nant, 202*l.* 10*s.* Would you like to have acreage of each

Lord *Kenyon.*

22,036. They are all on the same estate, are they not?—No. The acreage of the 300*l.* one is 294 acres; of the 420*l.*, 562 acres; of the 202*l.* 10*s.*, 250 acres.

Chairman.

22,037. You have no cause of complaint to make about your farms?—Certainly not. I have no complaint to make as to the rent of either farm, as they have not been raised for years, excepting one, on which there was a rise of 20*l.* for sporting.

22,038. November is the usual date of entry?—Yes.

Chairman—continued.

22,039. Have you anything to say about tenants being prevented from selling hay, straw, and roots?—Yes, I have. I think it is a stupid arrangement; if the tenants are good they ought to be allowed to do it; if they are bad, the more they are looked after the better.

22,040. On most estates is it a matter of course that they are allowed to farm as they like?—I think so, pretty well.

22,041. Did you ever make any objection to those clauses in your agreement?—I did in the lease which I have, and which I could hand in, if anybody wishes to see it.

22,042. And they were struck out?—They were struck out.

Lord *Kenyon.*

22,043. On which estate is that?—On Mynachdy, my cousin's estate. I have a 40 years' lease of that farm, I should say, and I have the agreement of the Marquis of Anglesey's estate to hand in if you wish to see it. (*The witness produced documents.*)

22,044. With regard to these penalising clauses, we have heard a good deal about them. Are they generally enforced?—I believe not.

22,045. What is your opinion about the rents on the big estates—the old estates in the county?—I think they are very reasonable.

22,046. On small estates they are screwed up at all?—Yes, and the smaller they go, the tighter the screw is, as a rule.

22,047. Are there any services in Anglesey besides paying the rent?—No, I think not.

Lord *Kenyon*—continued.

We have heard about carting a load of coal from Red Wharf. That is almost the only one that I know of.

22,048. With regard to permanent reductions, have you had many of them in your neighbourhood?—The Marquis of Anglesey pays the tithe now, which he did not do before.

22,049. Have you had any temporary abatements?—No, nothing but that.

22,050. No other temporary abatements?—Well, not even that in my own case, because the farms have not been re-valued for a long time. They say they would not do it.

Sir *John Llewelyn.*

22,051. That would be permanent reduction, would it not?—Paying a tithe?

22,052. Yes.—No, it is an abatement I consider. I should have no cause of complaint if his lordship said he would not do it. I do not understand that it is a matter of course. I take it as an abatement.

Chairman.

22,053. You put down here that there have been temporary abatements, varying from 5 to 20 per cent. Is that so?—Yes, I believe so.

22,054. And rents are generally raised by a re-valuation by land valuers. Is that so?—I believe so.

22,055. There has not been much change lately. What do you say about preferential claim for rent?—I do not see any harm in it.

22,056. Of course the rates have risen in your neighbourhood?—Yes, they have the new rates, certainly. I believe the poor's rates are less.

22,057. Do you agree with what they generally say about the average size of farms, that it is from 30 to 40 acres?—I believe that is about it.

22,058. Is there any consolidation of holdings?—No, that is stopped. It was going on some years ago, but it is not so now, it is the other way.

22,059. What is the effect of it, bad?—I should say by now, it is bad, certainly.

22,060. What do small farmers do best with?—Stock, I should say.

22,061. Pigs and cows, and poultry and so on?—Pigs, cows, and poultry.

22,062. Can you tell us anything about labourers?—I think we get quite as many labourers, as we can find money to pay for.

22,063. Is there any land going out of cultivation?—I should say a good deal.

22,064. With regard to buildings, who pays the expenses of the buildings?—To the best of my knowledge, some landlords give timber and slate.

Chairman—continued.

22,065. Then the tenants to the haulage?—The tenant does everything else.

22,066. I suppose on some estates they give drain pipes, and on some they do not?—On some they do not. I should say that I believe landlords now do more of the building than they did.

22,067. Will you tell us about compensation for improvements. What do you say about that?—I think that is not as it should be. The Agricultural Holdings Act wants revising, certainly. I believe everybody allows that to be so.

22,068. Everybody agrees to that?—Yes.

22,069. Is tillage and cultivation pretty good in your neighbourhood or not?—Oh, yes, I think so. We are allowed perhaps in some cases, so far as the land goes, to do too much as we like. There are many people who run their farms out too much.

22,070. I suppose the manure that is left on the land is bought by the incoming tenant, as rule?—Yes.

22,071. When a man leases a farm, I suppose he leaves it in a bad state, as a rule?—Well, often it is so.

22,072. Now about tenant farmers who have bought their holdings. Can you say anything with regard to that?—It is my view as a rule that they do well.

22,073. The purchase money I suppose is not excessive?—No, and it depends of course very much on the individual.

22,074. Where do the tenant farmers get the money from. Do they borrow it from the banks, or from each other?—I do not know. I fancy they go to their lawyers, and get who they can to advance the money.

22,075. The children, I suppose, work at home. That we have heard a good deal about. Do the children get a fair education?—Very fair. I think the farmers as a rule make a point of educating their children as well as possible, and I fancy that is considered their fortune, I may say.

22,076. Then the cottage accommodation for labourers, I take it, is indifferent?—Indifferent certainly, and people are much more particular about where their cottages are now. On my own farm I have three or four cottages, or rather where there used to be cottages. The children now have to go to school, and the women are more particular about tramping through mud and so on. I think that has a good deal to do with it. They like to get to villages and towns, villages particularly.

22,077. When did trade depression begin here?—I should say about 11 or 12 years ago

22,078. Do you think that people are doing with less labour than they did?—Certainly.

22,079. And that will be very hard upon the labourers?—I fancy it will be in two or three years very hard.

22,080. How are the local rates levied?—I consider they are far too much on land at

Chairman—continued.

present. They should be on personal property also.

22,081. Are you in favour of any protection at all, any protective duty?—I do not see how it can be escaped, how we can get out of it. I believe it must come to that ultimately.

22,082. What remedies do you suggest?—I think there should be something to prevent all these enormous steamers working rate free, while we farmers, have to keep the sailors, that have been spending their lives on these grand steamers, which are ruining us. I do not think that is as it should be.

22,083. Do you suggest anything about compensation for improvements, or anything of that sort. What is your idea about a Land Court?—Oh, I hate the name of it.

22,084. Have you any other remedy to suggest?—I think that the whole of the agricultural holdings compensation ought to be thoroughly looked into, and I think also that, there should be a clause for what I may call wanton disturbance. If a man is sold up, I think there should be a substantial fine in the way of a year's or more rent, if his farm is in A1 condition, or more than one year's rent. I think it is utterly wrong, that people's homes should be sold up from them, without compensation.

22,085. How would you enforce that without some authority to do it. You would have to have some sort of tribunal to do that?—My idea is that we have the Board of Agriculture now, which is of quite recent date, and I think inspectors from that, might see to it.

22,086. You would have the authority from the Board of Agriculture?—I think so.

22,087. Then you think bad tenants ought to be looked after sharper than they are at present?—I think so.

22,088. Then where money is not procurable from the owner or the tenant for building and other improvements, where ought you to get it from?—I think the Board of Agriculture might be empowered to advance money, the same as it is done by the Local Government and Education Board, in that sort of way. I know of a case in which one of the best farmers in Anglesey has had his operations crippled for years for want of buildings; the estate being heavily mortgaged it was almost impossible for the landlord to do anything.

22,089. In consequence of that, the tenant farmer, if he is a very enterprising man, is prevented from improving his farm?—Yes. It seems to me hard; with millions of money going all over the world out of England, why in the world cannot it be done with our own money, while we have clever financial managers in the various Government offices. I cannot believe but that it might be managed.

22,090. You object to the name of a Land Court, but you would have it managed by a Board of some kind?—I think there might be interference.

Chairman—continued.

22,091. Legislative interference?—I do not say legislative interference. Of course it would have to come through the Legislature in that way, but we want a lot more done to the land in many cases, where estates are mortgaged, and for other reasons, people have not got the money to do it, and I think there might be some power of stepping in and helping.

22,092. Do I understand you to say then, with your great experience, that although you dislike the name of a Land Court, you think the state of agriculture in Wales calls for some legislative interference. Would you go so far as that?—The question is, I believe, as to what remedies I should suggest for improving the profits from land, and I think that I am not far off the right line in suggesting something of that sort.

22,093. I am trying to follow exactly what you mean?—Yes, I hope I am making myself understood.

22,094. You think the time has come when there ought to be some security for tenants?—We certainly want better security for what we do.

22,095. You want better security?—Yes, and I think that might be done through amending the Agricultural Holdings Act.

22,096. By the amendment of the Agricultural Holdings Act, and also by the Government?—By the Board of Agriculture, I think they should have the power of advancing money where it is wanted.

22,097. Yes, quite so. You think that the state of agriculture in Wales renders that desirable?—I think it is the same all over the kingdom. I do not think it is peculiar to Wales, but that it is all over the kingdom.

22,098. You think that all over the kingdom that is becoming imperative?—Yes.

22,099. What about the relations between landlord and tenant, so far as you are concerned?—I believe they are very good. I have no right to say otherwise, and I believe they are the same all over Anglesey.

22,100. If a man of property has a man of common sense as an agent, they can get on fairly well together. Will you go so far as that?—Yes.

Sir *John Llewelyn.*

22,101. I was rather surprised to hear you say that a good deal of land was going out of cultivation?—Yes, I believe there is.

22,102. May I ask what you mean by cultivation?—Less green crop—more pasture.

22,103. Then it is not becoming derelict?—No.

Chairman.

I misunderstood that.

Sir *John Llewelyn.*

22,104. It is not going back to prairie?—No.

22,105. But it is being turned from arable into pasture land?—Yes.

Sir *John Llewelyn*—continued.

22,106. Is that because it pays better as pasture land?—Yes, because we cannot get the money for wages.

22,107. That is another point. Does dairying pay better than arable produce?—Yes, certainly.

22,108. Then does that require less labour?—Certainly.

22,109. Both of those reasons operate in making pasture land pay better than arable land?—Yes.

22,110. Is that what you mean by going out of cultivation?—Yes.

22,111. Do you think that is a bad thing for the country or a good thing?—Oh, a bad thing, I should say, certainly.

22,112. Because it employs less labour?—It employs less labour.

22,113. With regard to the lease which you took, you struck certain conditions out of the agreement because you thought they were onerous?—Yes. It was only as to the sale of hay and straw and roots.

22,114. As a matter of fact do you sell much of your hay and straw on that farm now?—No, it is the other way, but I wish to have liberty to do as I think best.

Professor *Rhŷs*.

22,115. Do I understand you to rely chiefly for your profits on dairy produce?—No, not particularly. I do a good deal in dairying, but not more than other things.

22,116. Under the head of dairy produce, do you make cheese?—No.

22,117. Why not?—I do not think any cheese is made in Anglesey. I do not know that I could get a dairymaid who could make it, supposing I wanted it. I would have to go to Cheshire.

22,118. Would you like the County Council to supply some teaching with regard to dairy work?—That has been done.

22,119. Is that making any progress?—Well, a little. I do not think there are as many girls going to those schools as we have a right to expect.

22,120. If you had girls fit for work in these dairy occupations, would it pay in Anglesey?—I do not know. I doubt it myself. I suppose if it did pay it would be done. They made cheese when I was a boy, and they have left it off, I suppose, because it did not pay.

22,121. You mentioned just now the case of people borrowing money to buy their holdings. Have you any idea as to the rate of interest they pay? I think you said they went to the lawyers for the money?—Yes. So far as I know myself they pay from 3*l.* 10*s.* to 4*l.*, I should say.

22,122. Then you mentioned the case of the sailors who come home after working during their lives,—the best part of their lives—on board the great steamers?—Yes.

22,123. They come home to be chargeable to the parish?—Yes

Professor *Rhŷs*—continued.

22,124. Does that frequently happen?—It does happen, of course. Anglesey is a sea-girt place, and we have, I believe, a good many paupers from shipping on our books. I believe there was a case from the "Naronic" that was lost; a woman came on the rates through her brother, who used to support her (she kept house for him) being lost on the "Naronic" this last winter. That is one case that I mention as an example.

22,125. I understand you to suggest that farms on encumbered estates are unfavourably placed?—In cases where they want buildings, it is harder to get them, naturally, is it not?

22,126. We have had one witness who has told us something to the effect that it did not make any difference. You would not agree with that?—No, I should not.

Mr. *Grove*.

22,127. In the case where you objected to those clauses in the lease, and they were struck out, the farm belonged, I think you said, to your cousin?—Yes.

22,128. Supposing that had been the case with regard to the Marquis of Anglesey's farms, would you have had them struck out in the same way?—The Marquis strikes them out himself, at least the agents do.

Mr. *Richard Jones*.

22,129. You say in your evidence, Mr. Priestley, that the tenants are too idle or too careless to think about their agreements and leases. Would you go so far as to say that they are so idle, or that it is indifference?—It is indifference. It has been so in my own case. I sent for an agreement of one farm, but I have never seen it, and I have never thought about it until this winter. Perhaps I should not judge others, but that is how I was myself.

22,130. It seems to me from the evidence which has been already supplied to the Commission, that they are very careless on this matter, I must say that?—Yes.

22,131. You say that you think the tenants do not write to the landlords in order to obtain their consent to specific improvements?—No, I fancy not as much as they should do.

22,132. Do you think they are aware generally that it is necessary to do so in order to comply with the Act?—I think so, but we are generally in a hurry when we start a thing, and that is how it is I fancy. I know it has been the case with one person in the room.

22,133. I will just ask you one question on this. Supposing that you had protection, what would be the effect, do you think, on the land, so far as its marketable value is concerned?—As to land?

22,134. Yes.—Well, I should think it would be better, for everybody concerned with the land.

Mr. *Richard Jones*—continued.

22,135. You think, of course, it would go up?—I do not see well how it could go up in Anglesey very well, because land is higher here than elsewhere.

22,136. You think as a tenant that you would get more for your produce and your stock?—Certainly.

22,137. The landlord would very naturally conclude that you are better able to pay more rent, would he not?—No, I do not think he would; certainly not.

22,138. It seems rather natural, does it not?—My rents have been the same for the last 50 years, I believe, and when times were very well my rent was not touched, and I do not suppose if they came right, we should be treated differently to what we were before.

22,139. It would strike one as being natural that if the landlord thought the tenant got more for his produce, that he would be better able to pay a higher rent?—May I ask you one question?

22,140. No, I am not here to answer questions but to ask them. What do you say to that?—Yes.

22,141. If you get more for your stock and your produce and you have to pay more rent what better are you?—I do not believe nine-tenths of us would pay more rent.

22,142. That is simply a matter of opinion?—Well I believe I am competent to judge.

Mr. *Griffiths.*

22,143. You speak in your evidence of sporting rights. Have you purchased the sporting rights from the landlord?—Yes.

22,144. In which way do you consider that there are hardships when farms are sold in the neighbourhood?—I cannot help thinking it is a hardship when a man loses his home, and I think that in itself, is a thing which a man should get paid for.

22,145. And very often he leaves some improvements as well?—Yes, naturally he does. We all think we improve, at all events.

22,146. You say you have no abatements but you have had your tithe taken off. Did you have a reduction of rates as well?—No.

22,147. They should be reduced, should they not?—I doubt it myself.

Lord *Kenyon.*

22,148. As to what Mr. Richard Jones said to you about whether it was a matter of opinion as to raising rents. I suppose you remember the time of the Crimean War?—Yes.

22,149. Was not the price of wheat higher then?—Yes.

22,150. All produce?—Yes.

22,151. Did you have to pay more rent then?—No.

22,152. You remember what is called the 'Seventies" when farming was good?—Yes.

22,153. Did you have to pay more then?—Yes.

22,154. So that from that you infer it was a matter of opinion entirely?—Yes.

22,155. Have you anything to say about game preserving?—Damage by poachers and

Lord *Kenyon*—continued.

rabbit stealers done to fences is a very serious item. Many questions have been asked as to game preserving. How about men who cannot afford keepers?—I do not think 40*l.* would cover my loss as to rabbits and damage done to the fences, let alone stock being harassed, and gates left open. One night a neighbour's flock of scabby sheep came on to my land. I heard there had been a great poaching expedition over his land, every single gate being left open on the farm. I mention that as an instance of, I think, the infamous trespass and loss and damage, we suffer. I cannot afford to keep a keeper, and I have no doubt there are hundreds of others in Anglesey the same, and here we are perfectly unprotected.

22,156. What remedy do you suggest for that?—One of the great remedies would be not to give men who were known to live by poaching the opportunity of keeping dogs. The Government give them a licence to keep dogs and in some cases to carry guns. I think that some local authority might have the power of sifting these gentlemen.

22,157. How are you going to prove that a man lives by poaching?—If he does not do an honest day's work.

22,158. Is it not rather hard to label him "This man does not do an honest day's work"?—They are known well enough.

22,159. Would you suggest that the Board of Agriculture Court should fix rent?—No, certainly not.

22,160. Would you suggest it should grant a fixity of tenure?—No.

22,161. Do nothing but see that proper compensation is enforced?—I think so—something of that sort; classify farms, I should say. Let them do that. If a tenant has farmed his land in A1 order, and having everything in A1 order, I do not see but what it would be right that there should be some one he might call in for his protection and say "Now, I want you to "certify that my farm is in such and such con-"dition."

22,162. That you think might be done by an officer of the Board of Agriculture?—I think so.

22,163. With regard to the penalising clauses we have heard that landlords put them in order to restrict a bad tenant farming his land out. If they were cut out, how would you suggest he should have any power over the bad tenant?—Perhaps I did not think of that.

22,164. I mean that you will admit that that is possible?—Yes, it is possible, but I think, I have said bad tenants want more looking after, than they get at present.

22,165. But you must have one agreement after all. You cannot say to a man before he takes his farm "I know you are a good tenant "and I shall leave the penalising clauses out," nor say to another "I know you are a bad tenant, and "I shall leave them in"?—I should be inclined to stick to them with a bad tenant.

22,166. You admit that a harsh landlord might use them unduly against a good tenant?—Well, that is possible, too.

Mr. *Richard Jones.*

22,167. You say that in your own case the rent was not advanced when prices of stock and produce went up. That is so, is it not?—Yes.

22,168. Of course you remember the period from 1872 up to about 1878, when it was a prosperous time?—Yes.

22,169. What was the effect on the rents then. Did they go up during that period?—Yes, but not so much as the prices went up.

22,170. Do not you think that if prices went up in consequence of the tariff, that there is a probability of the rents going up similarly?—No, I do not. We are working so much below par at present, that I think that that is amply guarded against by something very slight in the way of protection. If I manage to convey what I mean, they are working so much below par at present, I do not think there is the least danger of that taking place. It would be something very small, because taking off one and putting on to another brings horses together very soon, does it not?

22,171. I suppose the average of the Anglesey farms would be about 50 acres?—Yes, I believe so.

22,172. Take a 50 acre farm of average quality 20 years ago, what amount of produce would be sold from that farm?—Well, that is a biggish question to ask one all at once. We generally reckon we must make three rents. That will bring you somewhere near the mark.

22,173. Say land worth 1*l.* an acre?—That will make it 150*l.*

22,174. What amount of produce could you raise on that farm at the present time?—I was working up the difference this morning on two farms that I pay something like a little over 500*l.* a year for, and the difference now and 12 years ago, is something like 350*l.*

22,175. On a rental of how much?—On a rental of say a smooth 500*l.* I may say in talking of agriculture, I consider that freeholders and labourers have as much right to be considered, as landlords and tenants. The general weal; that is what I am aiming at, in anything I suggest.

22,176. You take the community as a whole?—Yes, the community—labourers, freeholders, landlords and tenants.

Lord *Kenyon.*

22,177. A co-operative society?—Well the whole nation generally. Then I wish to say that we have heard a great deal about the question of farm lads sleeping inside the farm houses.

Professor *Rhŷs.*

22,178. We have heard more about servants sleeping outside?—Well, it has been carried the other way I think. These are my notes: "Also "I consider the question of farm lads sleeping "in the house is quite impracticable for obvious "reasons." I say that as a farmer, and I am a magistrate also, and I should think from the evidence that comes before us in certain cases,

Professor *Rhŷs*—continued.

I cannot imagine anyone suggesting for half-a-minute, that such a practice should come about.

22,179. I am not sure that has been suggested. It has been suggested that the accommodation should be very much improved, and that a room outside should be furnished for them?—I think I heard it suggested, unless I am totally wrong, in the other room yesterday.

22,180. That they wished the men to sleep in the house?—Yes, it was mentioned repeatedly.

Chairman.

22,181. These are questions by Mr. R. H. Williams: "You have referred to a mortgaged "estate. Can you tell us who is the owner of "the estate to which you refer?"—No, I distinctly decline.

22,182. "Do you agree that the fact of any "estate being mortgaged hampers the proper "cultivation of the land?" You agree to that?—Yes I should say so; well, in that way.

22,183. "Do you suggest any remedy for this "state of affairs?"—I think I have suggested it.

22,184. These are questions by Mr. Ellis Jones Griffith: "Do you know that there has been a "great fall in prices in recent years. Do you "think there has been a proportionate fall "in rents?"—Well, I should say they have done very well indeed. Twenty per cent. I consider very handsome.

22,185. "Do you think that in the last few "years the farmer has been properly remu-"nerated for his labours?"—Most decidedly not.

22,186. "Do you state that unless there be "Protection the farmers cannot live?"—That is my firm impression; and the labourers too very shortly.

22,187. "Do you therefore agree that in the "absence of some legislative enactment or other "general remedy, that farmers cannot possibly "pay their rents?"—Well, I really do believe we are going to the dogs at present, if these bad times continue.

22,188. "You have stated that there is much "'screwing' on single estates. What remedy "do you suggest for the protection of tenants so "'screwed.'" That I think you have told us?—No, I do not think so.

22,189. Do you suggest anything on that?—If these times continue there will be less land hunger, and they will never give these high rents.

22,190. You are distinctly against a Land Court for fixing rents?—Yes, certainly.

22,191. This is a question by Mr. Ellis Jones Griffith: "Do you think a Land Court or com-"pulsory arbitration, would protect tenants so "screwed up, as you have described?"—Well, I think it would be out of the frying pan into the fire.

22,192. "Do you think that fixity of tenure "would enable a farmer to cultivate the land "better."—No, I do not go in for fixity of tenure.

The witness withdrew.

Mr. E. R. Owen called and examined.

Chairman.

22,193. You are a farmer?—Yes.

22,194. Do you live on your own farm?—Yes, now.

22,195. What do you wish to speak about. Will you read your statement?—The evidence I would like to offer is mostly personal. In the first place I wish to speak of the farm on which I live, namely, Bodsuran, in the parish of Llechcynfarwy" ——

See 20,007. 22,196. I think we can pass over that. We have had the whole details of that farm?—Not the whole.

22,197. Then perhaps you had better go through it?—"The farm was lately the property "of General Owen Williams, formerly at Craig-"y-don, now of Temple House, Great Marlow, "and I wish to speak of it as an example of the "unfair advantage taken by some landlords of "the tenants own improvements to increase the "rents.

"From 1850 or 1855 to 1873 my father, who "was tenant, expended over 2,000*l.* in improve-"ments such as buildings, reclaiming of waste "land, draining, building of stone walls and "gate pillars, making new water courses, dams, "and power, &c., and bringing the land into "a good state of cultivation. To within a "few years of the death of Colonel Thomas "Peers Williams (General Williams' father), "and during the whole time of Mr. Williams, "the able barrister of Treffos; the Craig-y-"don estate was considered the most secure "in the county, and all the tenants had im-"plicit confidence they would be fairly dealt "with, whatever improvements they would "execute at their own cost. My father did all "his improvements with the knowledge and "consent of Mr. Williams, who, I was taught "to believe, had always the welfare of the "county deeply at heart, and his knowledge "of everything pertaining to agriculture was "undisputed.

"Unfortunately for the tenants, about 1872 "he was succeeded in the agency by a person, "an ex-serjeant of militia, who I am sorry to "say, and I am not alone in this opinion, had "not a single quality to recommend him for "such a post.

"When my father was just commencing to "reap a little benefit from his improvements in "1873, his rent, which in 1850 was 170*l.*, was "raised to 210*l.* In May 1875 he was served "with a notice to quit on the 13th November "following, with the alternative of paying a "further increase of 70*l.*, and accepting a 14 "years' lease renewable to 21 years.

"Now, as trade was very brisk about 1875, "it would have been entirely impossible to find "a suitable holding to let, especially in so short "a time as six months, so he was obliged to "accept the terms offered or go homeless, and "leave his work for others to enjoy. He re-"peatedly wrote to the landlord to ask for

Chairman—continued.

"a re-valuation of the farm and to have his "improvements on it as well valued, but to no "advantage; but in justice to General Williams "I must state that he returned 15 per cent. of "the rents for one year, and did not avail "himself of the terms stipulated in the lease "that the rents were to be paid quarterly, but "they were received, as was always the custom "on the estate, in two instalments, the first "about the middle of December, and the second "the beginning of April.

"During the years 1888–89 most of the "Craig-y-don estate in Anglesey was sold by "public auction, when owing to the high rents "which had been extorted, the farms reached "considerably higher figures than they would "had the rents been reasonable, but not a "farthing's compensation was offered to those "who had improved their holdings to make "them so much more valuable. The amount "paid General Williams for Bodsuran was "7,500*l.*, which for a stranger might probably "be considered reasonable, but for my father, "who had spent the better part of his life, his "skill, and so much of his earnings in improving "it, was, I am sure it will be admitted, a very "unfair price to pay."

"I also wish to put this agreement in evidence "(*handing same*) as showing the unreasonable "shortness of the 'periods of exhaustion,' that "are allowed on improvements, even when they "are of a most permanent character, and the "inadequacy of the compensation granted "tenants on quitting."

"In the year 1881 my father took the farm "referred to in this agreement, namely, Fferam "fawr, Llangwyfan, on the Bodorgan estate."

22,198. Your father took this farm, did he?—Yes.

22,199. In what year?—1881.

22,200. What was the rent of it, and the size of it?—I believe the rent was 145*l.* I am not sure as to the acreage. "The former tenant, "Mr. W. Roberts, Cefn du, induced my father "to apply for it. When Mr. Roberts succeeded "his mother-in-law as tenant, I understand he "was to build certain high walls to protect the "cultivated land from the rabbits in the warren "adjoining. Before my father entered, the walls "were valued for Mr. W. Roberts by Mr. John "Hughes, the architect of the estate, at 350*l.*, "which sum my father paid to Mr. Roberts."

22,201. Your father paid 350*l.* to come in, did he, for the walls and so on?—Yes, my Lord, for the walls alone. "At first I believe it was not his (my "father's) intention to live there himself, but as "he was told his son would not be accepted as "tenant he went there. Desiring naturally to "end his days at Bodsuran, in 1889 he asked the "agent if his son—meaning my brother—should "succeed him in the tenancy, or failing that, "would he allow him the same advantage as he "allowed the former tenant if he quitted. He

Chairman—continued.

" took no notice of the first request, neither " would he promise him the same favour as was " granted to Mr. Roberts, and referred him to " the agreement as to compensation. My father " therefore continued to occupy the farm until " his death, which took place in June 1891."

" During his occupation he had repaired the " outbuildings at considerable expense, had con- " verted portions of the house and adjoining " outbuilding into a dairy, improved the roads, " and had reclaimed some waste land, which " together cost him no less than 200*l.*, besides " the improvement which took place in the " general condition of the land, of which the " neighbours can testify. My brother applied " to succeed him in the tenancy, but was not " the accepted applicant, and consequently had " to quit on the 13th November last year.

" We in due time sent in our claim for com- " pensation, and received for the agent a counter " claim for dilapidations on fences and repairs " to buildings. Several items in the claims being " disputed, we offered to submit both to arbitra- " tion. This, in regard to our claim, he (the " agent) refused to agree to, telling us to sue " him for the amount if we wished. In regard " to his claim he, however, agreed to send his " arbitrator to meet one named by us and go over " the farm again, after we had time to repair " the dilapidations mentioned in the claim. " The arbitrators failed to agree as to the " amount of damages to fences or repairs to " buildings, the amount in dispute on the build- " ings being 5*l.* 6*s.* I do not know what the " other difference was, so two umpires were " named, one to award on the buildings, the " other on the fences, the award on the fences " being 7*l.* 6*s.* 6*d.* which included a sum put on " a fence or hedge which my father had partly " carried away as he thought it was not required, " and I understand the present tenant is of the " same opinion, for by this, I hear it is all carted " away. The other umpire having refused to " act, and as we were desirious of having an " end of it, I wrote to the agent offering to " divide the 5*l.* 6*s.* which he eventually agreed " to.

" In respect to our claim against the landlord, " we had no alternative, on quitting, but to " accept the agent's offer, of an allowance of only " 80*l.* for improvements made by our father. " This together with the amount allowed as per " agreement on the stone walls, namely four- " fifteenths of 350*l.*, made a total of 173*l.* 6*s.* 8*d.*, " which sum, less the umpire's award of " 7*l.* 6*s.* 6*d.* on repairs to fences and 2*l.* 13*s.* as " agreed on repairs to buildings was all we " recived out of at least 520*l.* expended; not to " mention the improvement in the general con- " dition of the land, the balance obviously " having gone to improve Sir George Meyrick's " property. The walls when we quitted the " farm were not a sovereign's worth less valu- " able than they were in 1881, and the other " improvements not in the least exhausted."

22,202. What did your brother get for improvements when he went out of the farm? I did not understand the end of your statement. The agent you say refused arbitration; is that so?—Yes, in regard to our claim.

22,203. What was your claim?—Our claim was for compensation.

22,204. What was your claim for compensation? How many pounds did you want the landlord to pay you for going out?—This is a copy of the claim (*handing*).

22,205. You have not added this up?—No.

22,206. How much did you get?—On that claim we had 80*l.*

22,207. This comes to about 400*l.* and you had 80*l.* out of that?—Yes.

22,208. Did you put it in like that without adding it up?—I cannot say; that is only a copy.

22,209. Some questions are handed up by Mr. Vincent: " Has General Owen Williams left this country, and is his agent dead "?—I think so.

22,210. " Is this Fferam the same farm " referred to by Mr. David Owen the other day "?—Yes.

22,211. " Did your father occupy Fferam and " Bodsuran simultaneously "—at the same time?—No.

22,212. He did not?—No.

22,213. " Do you complain that your brother " was refused as tenant of Fferam "?—Yes.

22,214. " Was not your brother refused as a " tenant because, at your father's death, when " administration was taken out, his personal " property turned out to be 575*l.* only after all " the debts had been paid "?—The agent said so.

Professor *Rhŷs.*

22,215. What years does that claim which you handed in, cover—how many years back?—I cannot say for certain; I think from about 1882, some items were in 1882, perhaps.

22,216. And altogether it makes about 400*l* I think?—This includes the sum that was to be granted according to the agreement—four-fifteenths of 350*l.*

22,217. Did you buy that farm of Fferam-fawr?—No.

22,218. But you bought General Williams' farm?—Yes.

22,219. That is your property now; that is the property you are living on at this moment?—Yes.

Mr. *Richard Jones.*

22,220. Your complaint is this; that you had to pay for your improvements twice over?—Yes.

Sir *John Llewelyn.*

22,221. You made them, and then you had to buy them?—Yes.

Mr. *Richard Jones.*

22,222. You only got a sum of 80*l.* out of a sum of about 400*l.*?—It would make more than 400*l.* It would make something about 520*l.*, I believe.

Professor *Rhŷs.*

22,223. Between 400*l.* and 600*l.*?—Yes, that would be it.

Mr. *Richard Jones.*

22,224. Is that claim put in in accordance with your agreement?—Yes.

22,225. What provision is in the agreement in case you and the agent or the landlord fail to come to a settlement; is there any provision for the settlement of any dispute?—I am not quite sure, but the agent refused us to send this claim of ours to arbitration.

22,226. But did you proceed to make a claim under the agreement or under the Agricultural Holdings Act?—Under the agreement.

22,227. Did the agent dispute any of the items in the claim?—Yes he did.

22,228. What were they?—I believe they are marked on the claim.

22,229. I see the item here for drainage is disputed, is it not?—Yes.

22,230. Did you before commencing the drainage write to the agent for consent to drain?—I do not think so.

22,231. Then I am afraid you have not complied with one of the conditions of the agreement?—That may be; I do not know.

22,332. It says here distinctly, "the tenant "shall not be entitled to compensation with

Mr. *Richard Jones*—continued.

"respect to an improvement of the first class "unless he has executed it with the previous "consent of the landlord." Was the consent of the landlord obtained before reclaiming this waste land?—I cannot say that it was in regard to that, but it was for the other items. He did the other items with his consent, I know; the repairs on the buildings and so on.

22,233. Is it the landlord or the agent that generally pays the outgoing tenant for the laying down of pasture and the application of artificial manures?—The incoming tenant pays.

22,234. But of course, unless the place was bought by your father the landlord would have paid the claim under the agreement?—That is Sir George Meyrick's farm that you are speaking of.

22,235. I do not see anything in the agreement providing for a settlement of any dispute there may be between the landlord and the tenant. In other particulars you have not complied with the agreement; you have not specified the period of years at the expiration of which the improvements shall be considered to have been exhausted. You do not know what were the objections raised by the landlord against these items?—No, I do not.

Chairman.

22,236. There are questions by Mr. Ellis Jones Griffith: "When you went with your brother "to apply for Fferam, did you not offer to leave "the whole stock at Fferam for your brother, "so that the personalty of your father is not "material?"—Yes, I did.

22,237. "I understand you to put the agreement in evidence?"—Yes.

The witness withdrew.

Mr. William Prytherch called and examined.

Chairman.

22,238. You speak English?—Yes.

22,239. Will you read through your statement?—It would take a long time to read; I should prefer to be asked questions upon it.

22,240. You are a tenant farmer?—I am.

22,241. Under whom, who is your landlord?—The trustees of the estate known as David Hughes' Charity Estate.

22,242. That is managed by a Board of Trustees comprising some of the principal land owners in Anglesey?—Yes.

22,243. And you have no special grievance?—No, so far as I am concerned.

22,244. You are deputed by a society of agriculturalists to give evidence, and you say, "perhaps I could do nothing better than give a "rough account of how my own farm has been "dealt with for 50 years"; but have you any grievance to complain of?—No.

Chairman—continued.

22,245. Fifty years ago was a very complete set of farm buildings built by the tenant at a considerable expense?—Yes.

22,246. From that time forward have there been about four miles of stone walls built in place of old fences?—Yes.

22,247. Has the wet land also been drained and redrained at the expense of the tenant?—Yes.

22,248. And you say all these improvements could not have cost less than 2,000*l.*?—That is so.

22,249. What was the rent 50 years ago?—80*l.*

22,250. What is it now?—160*l.*

22,251. Did you put in a claim for compensation on the outlay you made?—I did.

22,252. And your claim amounted to 620*l.*?—Yes.

Chairman—continued.

22,253. Did you get your rent reduced?—I did.

22,254. And you are quite contented?—Quite contented, as far as the rent goes.

Mr. *Richard Jones.*

22,255. How much did you get your rent reduced?—From 200*l.* to 160*l.*, 40*l.* reduction.

Chairman.

22,256. Is that a fair instance of the general management of estates in Anglesey?—I believe it is.

22,257. Some are treated more generously than you and some are treated worse, but as a rule, the sitting tenants on the largest estates have not much reason to complain?—That is so.

22,258. You say that on the whole, the best of feeling exists between tenants and landlords, and you believe that no county in Wales has a better and more honourable class of landlords, than you have in Anglesey. Is that your opinion?—That is my opinion.

22,259. You say, "Landlords are human like "others, and when they are forced to dispose of "their property, they wish to see it realising as "much money as it possibly can?"—Just so.

22,260. "And if the law of our land shelters "them to transfer the tenants' improvements "along with the land, it is the law that is 'wrong,'" and you want to see the law altered?—Yes.

22,261. And you think that the present law is wrong?—I do.

22,262. Then you are not so contented on that point as you are with the landlords?—No, I am not.

Mr. *Richard Jones.*

22,263. Would you go so far as to say that the landlord is justified in confiscating another man's property, because the law is wrong?—Well, morally he is not, of course.

Chairman.

22,264. The landlord is wrong morally for taking advantage of the law, but the landlord is human and he will do the best he can for himself?—That is it.

22,265. Is the present scale of compensation adequate?—I say it is not.

22,266. You say no tenant can recoup his outlay on a substantial building in 21 years?—No.

22,267. What would you advocate. First of all that every tenant should be allowed full liberty to cultivate his holding in the manner he thinks best?—Yes.

22,268. And there is no oppressive clause in farm agreements?—Yes.

Mr. *Richard Jones.*

22,269. Would you kindly mention the clauses that you wish to see struck out of the agreements that are in use on the Anglesey estates?—Well, I have no agreement myself, and it is only hearsay. Some of the tenants are tied down not to cultivate all their holdings. Others, again, are not to drain some parts of their holdings. They have to keep some swampy land for sheltering game, and so forth.

Chairman.

22,270. Do you consider the tenant should have full liberty to improve his holding, as regards building and fences, draining, &c., so as to be in a position to produce as much as he possibly can from the holding?—Yes.

22,271. And when the landlord does not contribute towards the necessary specified improvements, what ought to happen?—There should be some outward authority to advance the money, I should say.

22,272. At a low rate of interest, I suppose?—Yes.

22,273. Are you in favour of a Land Court for that purpose?—No, I am not.

22,274. You are not in favour of a Land Court?—No.

22,275. But you are in favour of the Board of Agriculture doing it?—Yes, or to extend the provisions of the present Small Holdings Act.

22,276. You do not like the term "Land Court?"—No, I do not.

22,277. Do you go so far as to suggest that if a tenant is disturbed, he should be allowed compensation for his being taken away from his home and his place of business?—I do.

22,278. If he breaks off all his long acquired connexions he ought to be compensated for it, that is your opinion?—Yes, it is already acted upon in trade circles.

22,279. When a farmer is obliged to quit his holding he should be allowed a year's rent?—Yes.

22,280. Would that suffice for fixity of tenure?—Not that alone, but compensation as well.

22,281. You say, "This would amply suffice for fixity of tenure." Do you say that one year's rent would suffice?—With my former suggestion that all improvements should be compensated for.

22,282. All the improvements paid for, and one year's rent for disturbance?—Yes, this would suffice for fixity of tenure.

22,283. And you think it would benefit the landlord because he would get his property back in a tidy and tenable condition, and the machinery left on the farm would be left in a working condition, and ready to bear its burden of produce the first year to the succeeding tenant?—Just so.

22,284. Is a great quantity of land in Anglesey held by the yeomanry class?—I should say nearly half of it.

22,285. Nearly half of it?—Well, a large percentage whatever.

22,286. Is it very highly mortgaged?—I should say it is, by the small owners.

Chairman—continued.

22,287. Who has lent the money generally, the bankers or private individuals?—Private individuals as a rule, trustees to orphans, widows, and invalids.

22,288. Then it would ruin the private individuals who have lent money on that security as well; these suggestions of yours would benefit the people who have lent money on the land as well as the occupiers themselves?—Yes; I put it rather than a Land Court. Of course if a Land Court was established, it would reduce the security for the investments, and ruin a great number of people.

22,289. What will be the result if the depression and unfavourable seasons continue for another five years?—Well, there will be less competition for land for one thing, and the rents will be reduced—they must be—it is a natural sequence.

22,290. Do you think the system of rating is fair?—Scarcely, I believe.

22,291. Do the additional rates, introduced lately in the Holyhead Union, amount in the aggregate to as much as the poor rate?—Very nearly.

22,292. And you think the owners ought to bear half this burden?—Well, that is only a suggestion.

See 18,533, 18,589–95.

22,293. Then about Mr. Moreton Pritchard, what do you wish to say?—There was a statement he made about a farm in my district. He said there were a great many farms on Sir George Meyrick's estate that were equal in fertility to that farm, and were let for 17*s.* and 18*s.* an acre, whereas this farm was let at 60*s.* an acre.

Professor *Rhŷs*.

22,294. That is Henllys Wen?—Henllys Wen. The tenant of that farm is here to-day, and he is willing to back his own statement. He pays only 50*s.* an acre for the farm, and that including the tithe rates and taxes and everything, and he has no repairs or anything to do. The farm only lets at 40*s.* an acre, and it is cheaper than the average land of the county even at that. It is an exceptionally good farm.

22,295. It is as cheap as the other farms at 17*s.* or 18*s.* an acre?—I should say it is.

22,296. But it is not true in your opinion that it is a specimen of lands much the same in that district?—Oh, no, it is far from being so.

22,297. It is an exception?—Quite an exceptional farm.

Chairman.

22,298. You think that is a very good farm?—It is an exceptionally good farm.

22,299. And it is spoken of as one of the best plots of land in Anglesey?—So it is.

22,300. You say, "It is let now as grazing land to the highest bidder?"—That is the case.

22,301. "Such land to a farmer who has no good grazing land on his farm is worth paying good rent for it to finish his stock for the butcher?"—Yes.

Chairman—continued.

22,302. Is there anything else in Mr. Moreton Pritchard's evidence in reference to inclosures?—There is about the inclosures of commons.

22,303. What do you say about that?—He said that the hotel, which was built on the common at Rhosnegir benefitted the common, and that it was through that hotel that Rhosnegir, which is a little bathing place, was discovered. As a matter of fact, the inhabitants of the district complain about it, and contend that the land which the occupier of the hotel claims should be left as common. The occupier of the hotel claims a great portion of the common, and he shoots rabbits, over it all. There is a lake touching on that common, a very famous lake for fishing, and as the place is getting known as a good bathing place, it would greatly help the inhabitants of the district if this lake were free, whereas the occupier of that hotel claims one portion of the lake. The commoners are not allowed to launch a boat on part of the lake, abutting the common.

See 18,5 18,677–

Chairman.

22,304. Who is the occupier of that hotel?—They change very often.

22,305. But who is the proprietor of the land on which the hotel stands?—He was a man from Liverpool at first.

22,306. A man from Liverpool has bought this land, and bought the hotel on it?—That is the case.

22,307. And he claims the fish in the lake, and the rights of the common?—That is so.

22,308. Where did he get those rights?—From the Woods and Forests.

22,309. From the Crown?—Yes.

22,310. And the people of the district complain of those rights being taken away of them?—They do.

22,311. Was there an inclosure made by Captain Thomas?—Yes, on the same common again.

22,312. What did he claim?—He claimed at first 2,000 or 3,000 acres.

22,313. Did he fence it?—He fenced it.

22,314. What was done to the timber that was heaped on the beach?—It was burnt once or twice.

22,315. Was it ever fenced?—It was for a while.

22,316. And did a great law suit spring up?—Yes.

22,317. Is the question now settled?—It was settled by a compromise, that he should have 180 acres, or something like that, of the land.

22,318. And has the piece been cultivated by Captain Thomas?—Yes.

22,319. Has he begun taking the common again?—He has completed, not begun. His own stock over-runs the whole of the place.

22,320. Has he put any asses, ponies, and sheep on the common?—Yes.

22,321. How many?—I cannot say, they are numberless.

22,322. A hundred?—Yes; I should say several hundreds.

Chairman—continued.

22,323. What is the result—that the stock of the commoners gets pushed off the ground?—That is the result.

22,324. And you fear that in a few years he will have established his right all over the common?—Quite so.

22,325. Do you think that the authority in these commons ought to be transferred to the local authority?—I do.

22,326. You think the local authority ought to deal with all common rights?—I do, they could utilise them to some benefit.

22,327. In the centre of the common, is there a narrow strip of land belonging to the Bodorgan estate, extending to the beach?—Yes.

22,328. And has that been disposed of by public auction?—Yes.

22,329. What did it realise?—Good sums; from 200*l.* to 400*l.* an acre I should say.

22,330. Then you have put in a summons to pay the rent on the common, is that so?—No; there are some remarks on that page which will explain it. That is only an instance of the claim.

22,331. Your rent is 2*s.*?—On one demand it is.

22,332. And what is the other?—1*s.* 9*d.*

22,333. And they charge you 8*d.* for the receipt?—Yes; and I do not know what the rent is for.

Professor *Rhŷs.*

22,334. You cannot discover what the rent is for?—No.

22,335. It is paid to the Woods and Forests?—Yes.

Mr. *Richard Jones.*

22,336. You mean you cannot discover the receipt, not what the rent was for?—I cannot discover what it is for; I do not know where it comes from. It is only a claim that has been sent in every year. It is the custom of the country.

Chairman.

22,337. Has this been done for many years?—I have paid that for many years, yes.

22,338. For a great number of years back?—Since I have been tenant.

22,339. And did the previous tenant pay it before?—I suppose he did.

22,340. You have no reason to doubt it?—Not to doubt the application, but I do doubt the claim.

22,341. Then as to agricultural education; is there any of that in Anglesey. (*Results handed in.*) You say some attention is paid to fruit culture on a small scale, and also to horticulture, but very little to forestry?—Very little.

22,342. Trees do not grow in this part of the world. Now about labourers, how are the wages paid?—In cash as a rule.

22,343. And they get 15*s.* a week?—That, I should say would be about the average.

22,344. And lads 12*s.* a week?—Yes.

Chairman—continued.

22,345. The accommodation I suppose in the farm houses is indifferent?—It is. It is not as good as it should be.

22,346. It is not what it ought to be?—No, it is far from being so.

22,347. Is there cottage accommodation for labourers?—There is.

22,348, But that is indifferent too, I think?—That is in a very bad state.

22,349. The sleeping compartments are not properly separated, are they?—Not the cottages.

22,350. Parents and children are often huddled up together in a very objectionable way?—Yes.

22,351. And of course that has a very bad effect on the morals of the family?—That is my opinion.

22,352. Who built the cottages, the tenants or the landlords?—The tenants as a rule.

22,353. Then, of course, you could not expect a very good cottage, built by a tenant. This, you think, is a matter where tenants should be assisted by law when it is necessary to get funds at a reasonable rate of interest, and their security should be charged on the cottage, and the landlords should get a nominal ground rent?—Yes.

Mr. *Richard Jones.*

22,354. When you put in a claim of 650*l.* for improvements, you accepted a reduction of 40*l.* in the rent, as a settlement of the claim?—Yes.

22,355. Was there anything mentioned as to the period this reduction should cover?—Only during my tenancy, about seven years I think it was, do you mean the reduction in rent?

22,356. Yes.—Oh no. I thought you meant the compensation. There is no security for the reduction.

22,357. Then it was to go on, as long as you and the landlord agreed?—Yes, I expect so.

22,358. Would you have power to renew your claim say if you wanted a further reduction in the course of a year or two?—Well, I had the Agricultural Holdings Act at my back. That is all we had. We have no agreements. The estate is now under the provision of the Agricultural Holdings Act.

22,359. I suppose this settlement was only by word of mouth. The reduction of the rent was only done by word of mouth, I suppose?—Of course, yes.

22,360. Do you think the Agricultural Holdings Act is satisfactory?—I should say it is far from being so, far from being what it should be.

22,361. Do you think it should be revised?—Yes, that is my opinion.

22,362. In what particulars?—First of all the terms and provisions of the Act are conditional, the tenant must seek the consent of his landlord to do everything. That in a great way cripples the tenant, and prevents him going on with his improvements until they are very urgent. We have often read in the evidence that you had before, that tenants go on with their improvements even without the consent of the landlords and then the landlords not very willingly give

Mr. *Richard Jones*—continued.

their consent. Again, the scale of compensation I should say is very inadequate, only 21 years to cover the most substantial outlay.

22,363. Supposing a tenant thinks an improvement is necessary, and is a first class improvement, an improvement within the first schedule of the Act, and he writes to the landlord to obtain his consent, and the landlord refuses to give it; what would you suggest should be done in a case of that kind?—Let the tenant be at liberty to do it, as he knows best what is wanted.

22,364. But you know very well that he would not have any claim afterwards on his landlord if he did it without his landlord's consent?—But I say that the Act wants to be revised, and that is one of the things in respect of which it wants revision.

22,365. Would you give a tenant permission to carry out any improvement he chose, without any check at all upon him?—Full liberty, I should say.

22,366. Without any check whatever?—Without any check whatever.

22,367. You know there are many tenants as extravagant as there are landlords, and they might go and lay out great expense, build a new house perhaps, when it was not necessary. Would you not consider it a hardship on the landlord to have to pay for an improvement of that kind, which was really not an improvement?—I should say that the improvement should be valued on his leaving, according to how much it enhanced the value of the holding. If the tenant happens to go on spending of his own will, he should be his own loser. It should be valued only according to how much it enhanced the value of the holding, how much it added to the value of the tenancy.

22,368. You would rather give the tenant that permission, than to suggest the reference of a question of that kind to arbitration?—Very likely it would be settled by arbitration.

22,369. Do you not think it would be more satisfactory if it were referred to arbitration in the first instance?—Yes, if landlord and tenant agree to it.

22,370. Before the improvement was carried out?—Yes, of course.

22,371. You think it would be very well to refer a question of that kind to arbitration?—Before he incurs the expense do you mean?

22,372. Yes, before he incurs the expense.—Well, yes. It would avoid any misunderstanding arising, but if the landlord declines that arrangement, then I believe in the tenant having full liberty to work the scheme out in any way he thinks best. Let it then be referred to the arbitration of the arbitrator, to decide whether it enhances the value of the holding or not. If the tenant has done anything unreasonable, let him pay for it himself.

22,373. What about the sliding scale of compensation. You were going to say something about that?—It is too short; 20 years is not enough for a man to recoup his outlay. I should say that the limit should be put at 35 or 40 years, and it should be settled by arbitration, what the improvements are worth to the holding in that course of time.

Mr. *Richard Jones*—continued.

22,374. You think many of these first class improvements would be as good in 30 years as when they are first made?—Some of them are better in 30 years, than when first made.

22,375. Such as hedges and fences?—Yes; they improve as they grow old, some of them.

Professor *Rhŷs.*

22,376. When you pay those small imposts, to whom do you pay them. I mean the 2*s.* and the 1*s.* 9*d.*?—The receiver of Her Majesty's Crown Rents in Wales. He is the receiver on behalf of the Woods and Forests.

22,377. Where does he live?—The collector who came round first, I believe, lives in Criccieth, and when we missed to attend the audit, another demand was made from Carnarvon.

22,378. Cannot you get to know from the collector, what you pay for?—No; unless I pay.

22,379. But if you ask him, will he not tell you what you are paying for?—I did ask him, and he could not tell me.

22,380. He could not tell you?—He could not tell me. He could not give any explanation.

22,381. If you refused to pay, what would happen then?—Oh, he would come on my stock, and distrain on my stock to make up the difference.

Mr. *Richard Jones.*

22,382. Just one further question. You say here, that the whole burden of the rates falls on the tenant?—So it does now.

22,383. When you take a farm, do you not take the rates and taxes into consideration and bid accordingly?—Of course we do in taking a farm, but a good many of the tenancies run back for 10, 15, and sometimes 30 and 40 years, with only the same taking continuing ever since. There are a good many new rates laid on, and those all fall on the tenants. In the case of almost every Act that comes into force, the cost is put on the rates, so that every new rate that comes on the land, falls on the tenant. The Education rates and all these rates fall on the tenant.

22,384. Suppose a tenant entered a farm three years ago, will he not have taken the rates into consideration and calculated what they would amount to, and bid accordingly?—Yes; but very likely if he has taken it only three years ago, he will be in the farm for another 10 years. If we are to measure the next decade by the past, there will be a burden of at least 1*s.* 6*d.* or 2*s.* in the pound added to his burden.

22,385. Then, according to your process of reasoning, you would modify that statement, and say that the tenant pays the increased rate, and not all the rates?—Of course; that would amount to it.

22,386. And your suggestion is that increased rates should be divided between the landlord and the occupier?—Yes.

Mr. *Griffiths.*

22,387. Do you pay Game Tax ?—No.

Chairman.

22,388. Two questions are sent up by Mr. John Hughes, of Frondeg: "Is there a scarcity "of labourers in your district?"—No.

22,389. "What do you pay your labourers per day?"—Well, we find everything for them, and the general wages run about 1*s.* 8*d.* to 1*s.* 10*d.* a day.

22,390. Questions by Mr. Ellis Jones Griffith: "What is the name of the society of agricul- "turists who deputed you to give evidence?"—The Agricultural Union it is called.

22,391. "Where and when does it meet?"—In Llangefni; it meets occasionally. We have to meet every quarter.

22,392. "How many members are there?"—I cannot say from memory, but I should say there are 80 or 90.

22,393. "You say that the law is wrong. In what respect?" I do not think we can go into that.

Sir *John Llewelyn.*

He said that it was wrong in that, it allowed the tenants' improvements to be sold along with the land.

Chairman.

Yes; he gave capital evidence about that.

22,394. "Then you say, 'No oppressive clauses "in agreements.' Whose agreements do you refer "to?" That we have already heard enough about. Then, "Do you approve of fixity of tenure?" Are you in favour of that?—In one way I am, but I believe that a good scale of compensation would be more pliable than that.

22,395. You have told us all that before—Yes; and good compensatian for all the tenants improvements.

Sir *John Llewelyn.*

22,396. That, in effect, would ensure security of tenure?—So I believe.

Chairman.

22,397. "How long was your rent at 200*l.*?"—Seven years.

22,398. "When was it reduced to 160*l.*?—In 1884.

The witness withdrew.

Mr. JOHN RICE THOMAS called and examined.

Chairman.

22,399. You are a tenant farmer?—Yes.

22,400.—Who is your landlord?—I hold under Lady Vivian.

22,401. You say your family has been on your present farm, Bodeilio, Llanddyfnan, for 50 years?—Yes.

22,402. And you have been a tenant yourself 17 years?—Yes.

22,403. Are you satisfied with the conditions of your tenancy?—I am.

22,404. If a field or a plot of land is taken away on Lady Vivian's estate, compensation is given, is it not?—It is; it has been the case with my farm.

22,405. You keep the farm and buildings in proper repair?—Yes, to the best of our ability.

22,406. And the penalising clauses are in existence, but they are not enforced?—They are in the agreements, but they are never put in force—never.

22,407. They, practically, are a dead letter as far as Lady Vivian's tenants are concerned?—Yes.

22,408. A copy of the agreement is given to every tenant?—Every tenant who applies for one.

22,409. The rent has not varied during the last 50 years?—Not at all.

22,410. Trifling services are rendered to the landlord, and they are usually mentioned in the agreement; I think that is about coal?—That is about a load of coal occasionally.

22,411. That is mentioned in the agreement?—Usually; I am not quite positive. I would not be certain; I am under the impression it is.

Chairman—continued.

22,412. Have rents been generally raised all over Anglesey in the last 20 years?—Yes.

22,413. And no permanent reductions much have been made, I take it?—Not to my knowledge.

22,414. But temporary abatements from 5 or 10 to 15 or 20 per cent.?—Yes.

22,415. Notices are given when such abatements are intended to be made?—Yes.

22,416. When rents are raised the land is generally re-valued, is it?—Yes.

22,417. The price of stock, of course, has decreased?—Decreased.

22,418. What about the charges on land; what rates have diminished, and what rates have increased?—The poor rates have diminished, the sanitary and highway rates have increased, and the school board rate has been added.

22,419. They are all paid by the tenant?—All paid by the tenant.

22,420. What about the size of farms?—They are about 30 acres, on an average, I should say.

22,421. Is there any sub-letting?—Some tenants do sub-let.

22,422. Is it allowed, or is it winked at?—Well, it has been the case with the farms that I know of, for a good many years. I cannot tell whether it is allowed or not.

22,423. I suppose labourers are scarce?—No, they are not.

22,424. About the improvements; do the landlords provide materials?—Generally.

Chairman—continued.

22,425. And the tenants pay for the work done?—For everything else.

22,426. Do you approve of the Agricultural Holdings Act?—It is not satisfactory.

22,427. It wants altering and improving?—It wants amendment.

22,428. Then about game; are you yourself troubled with game?—I am not troubled so myself.

22,429. Are any of your friends and acquaintances troubled?—Well, I know of some that are troubled.

22,430. Are they generally compensated?—They are.

22,431. What do you say about the law of trespass; are you troubled with that?—It is very unsatisfactory indeed.

22,432. That wants altering too?—Oh, yes.

22,433. Of course you complain of the railway rates?—We do.

22,434. What do you think is the cause of this depression in the trade of farming?—Well, chiefly the foreign competition, I suppose.

22,435. Then as regards *bonâ fide* improvements; do you think there ought to be compensation paid for them?—Fully.

22,436. And about security of tenure do you think a man ought to be secure in his holding?—I do not suggest so much upon that question.

22,437. Do you think a man ought to be secure in his holding so long as he pays his rent?—Well, if he farms his farm properly, and so on.

22,438. If he farms his farm properly, and pays his rent, you think he ought not to be disturbed?—Well, not unless the landlord would want the farms for himself, or something like that.

22,439. And if he is disturbed, you think he ought to be compensated for the disturbance?—Fully for all improvements.

22,440. Fully for all improvements, and for disturbance as well?—No.

22,441. You do not go so far as that?—I do not.

22,442. Do you think rents are too high or not?—I think they are too high, according to the price of agricultural produce in these years.

22,443. As regards your relations I take it they are extremely friendly with her ladyship?—Oh, very friendly indeed.

Sir *John Llewellyn.*

22,444. I suppose like everybody else you think that if a tenant makes permanent improvements, he ought to receive due compensation for them?—I do.

Professor *Rhŷs.*

22,445. Suppose a tenant believes, that he farms well, and his landlord believes that he farms badly, what would you do in that case?—If I was put up to judge between them, it would be a different thing.

22,446. How would you suggest that it should be settled. If the tenant farms badly, and the landlord wishes to get rid of the tenant, while the tenant perhaps believes that he farms all right, how would you settle that?—I have never seen a case of that sort.

22,447. What would you do supposing there was such a case. We have had tenants saying that they were good farmers, and we have had their landlords saying that they had turned away those tenants because they were bad farmers. How would you settle a question like that?—I do not suggest anything on the question at all.

22,448 You cannot suggest anything?—No.

22,449. What about improvements, would you allow the tenants to make any improvements they liked?—Not any improvements; I do not suggest that, but all *bonâ fide* improvements, what is quite necessary for the farm.

22,450. Suppose there was a difference of opinion there also, the tenant saying, "Such and such an improvement is necessary," and the landlord saying, "No, it is not?"—They should have a perfect understanding between them before the improvement is made.

22,451. But suppose they cannot come to an agreement, what would you do?—You cannot do anything with them then.

22,452. What materials do the landlords supply in the case of buildings?—Timber and slates, lime, nails, bolts, and so on.

22,453. Who supplies the stones for the walls?—The stones are generally on the farm. The tenants pay for breaking them up and carting them.

The witness withdrew.

Adjourned to to-morrow at 10 o clock.

TWENTY-SIXTH DAY.

Llangefni, Friday, 13th October 1893.

Second Court.

LORD KENYON IN THE CHAIR.

Mr. R. R. PARRY called and examined.

Lord *Kenyon.*

22,454. You are a farmer and relieving officer for the Aberffraw district?—Yes.

22,455. You wish to bring a case before our notice. Will you please say what it is?—First of all, a farmer and his wife occupy a farm of 39 acres 3 roods 4 perches. The land was in a very poor condition before they entered the place, most of it such that plovers could scarcely live upon. The land was not half fenced, and the tenant had to build gorse and straw sheds for cattle; the rent being 50*l.* a year for the first few years (exclusive of the rates and tithes), while the rateable value of the Union is only 16*l.* Two of the children are obliged to remain at home to help their parents, and the other two, who are in service, bring home their wages to assist their parents to pay the demands of the farm. The tenant has spent some years in cultivating the land with the assistance of the children, and has invested their capital in improving and manuring the land, so that its produce and the stock might not be third and fourth rate in the market, and that the cows might improve in their milk and butter, &c. But this year, though they could hardly get "both ends to meet," and could not get proper clothes for themselves and children, or pay the rent except in small sums, the tenant is obliged to pay 55*l.* in future, or quit his farm and leave his labour and improvements. The landlord lets the game at a high rent, and the sportsmen traverse the ground almost daily, through the turnip and potato crops, &c., which brings no profit to the tenant; while a deal of his time is taken up to repair the hedges after them, to prevent the cattle following their paths. I can name another instance of similar circumstances, with the exception that the acreage is 32, and the rent 47*l.*, while the rateable value of the Union is only 15*l.*, and I can name two or three other cases which bear much resemblance to this. Penyrallt: estimated extent, 9 acres; rateable value, 4*l.* 10*s.*; rent, 15*l.* Glangors, 15 acres 3 roods; rateable value, 5*l.* 10*s.*; rent, 19*l.*

I may also mention the case of a successful farmer. It cannot be said that he is a better farmer than the others, only that he has security of tenure, viz.: a lease and the rent is a little lower, his farm is called Clegir Bodwrog, estimated extent, 31 acres 1 rood 27 perches; rent,

Lord *Kenyon*—continued.

26*l.* All the above are with a radius of two miles.

As to agriculture in our county at present, my opinion is that an acre of land cannot produce any crop to repay the expense in Anglesey markets, viz.:—

	£	*s.*	*d.*
Ploughing an acre of land will take three days to a man and a team of horses, which will cost 8*s.* a day	1	4	0
(3 storad) 6 bushels oats as seed for same at 2*s.* per bushel	0	12	0
4 cwts. super-phosphate manure at 3*s.* per cwt.	0	12	0
Harrowing, rolling, and manual labour to put seeds in ground	0	10	0
Cutting oats, gathering together and thrashing	0	10	0
Cartage to station	0	6	0
Rent	1	0	0
Tithe, poor rate, &c., highway rates	0	3	0
Total expenses	£4	17	0

Returns.

	£	*s.*	*d.*
Oats, 6 qrs. at 15*s.* per quarter	4	10	0
Straw consumed on farm	1	0	0
Returns	5	10	0
Total expenditure	4	17	0
Profit per acre towards living, &c.	0	13	0

Lord *Kenyon.*

22,456. That is supposing the whole country to be under oats?—Yes.

22,457. You do not give any table as regards grass pasture?—No, I do not.

22,458. Is not the bulk of the country under pasture?—Yes, I am sure of that.

22,459. Therefore your table would hardly apply?—Only for ploughing land, in respect of which, we must pay for the labourers and keep horses.

22,460. Would not that be an argument in favour of laying down to pasture?—Yes, if the land would bear it, but a second and third class quality land would not bear it.

22,461. Is there much of that in this country?—Yes.

Lord *Kenyon*—continued.

22,462. On what estate is it where the rent has been raised 5*l.* this year?—It is the property of Mrs. Owen, Church Street, Llangefni.

22,463. Is she a large owner?—No, she is not.

22,464. Is she what Mr. Prichard would call in Class B?—I am sure she is.

22,465. And as to the other case, is that on the same property?—No. It is the property of Mr. William Jones, Tynllan, Llanfwrog.

22,466. Is that a large or a small property?—In Class B.

22,467. And is the successful farmer in Class B or Class A: the one who has a lease?—Under the late Reverend C. W. Edwards, Llanfair P.G. It is called the Eirianallt Groes Estate.

22,468. Is he a large landowner or not?—Yes, he may be in Class A as to that.

Mr. *Griffiths.*

22,469. You say this is rather a hard case. There are two children working at home with the mother on the farm?—Yes.

22,470. Are they grown up?—Yes. They could get 9*l.* to 10*l.* per term salary.

22,471. That would be something like 20*l.* a year?—Yes, to each of them.

22,472. If they were working elsewhere?—Yes.

22,473. Then there are two that are not working at home?—Working outside.

22,474. What wages do they get?—One gets 20*l.* a year, and his board and lodging of course.

22,475. Do you say they assist the mother to pay the rent?—Yes they do, the father and mother.

22,476. Do you think that they would not be able to pay the rent without that assistance?—I believe they could not.

22,477. Why is the tenant obliged to leave, do you say?—He is obliged to leave if he will not agree to pay an additional rent of 5*l.* in future.

22,478. Has the place been re-valued?—No.

22,479. Not by a surveyor?—No, only by the Union.

22,480. That is for rating purposes?—Yes, of course.

22,481. It has not been re-valued by any land agent?—No.

22,482. Does the landlady herself raise the rent 5*l.*?—Yes.

22,483. Have they made any improvements upon the farm?—Yes, a great deal of draining and fencing on the place has been done, and manuring and improving the land by ploughing it and cleaning it.

22,484. You say that they work very hard?—Yes, very hard.

22,485. You say the game is let. Do you know at what price the game is let on this little farm?—I do not. The landlady lets it to Mr. Horten of Gwalchmai.

22,486. Then we come to another case where the extent is 32 acres and 47*l.* rent?—Yes.

Mr. *Griffiths*—continued.

22,487. You speak of one being very prosperous under a lease. Why should he be more prosperous than the rest?—Because he has security of tenure, no doubt.

22,488. He is able to lay out his manure on the land?—Yes, buy manure for the land, &c. He is on the boundary of that 32 acre farm.

22,489. His rent is very much lower in proportion to the rest?—Yes, by far, but there is a great deal of waste in his land in the 31 acres.

22,490. Has he so improved his farm as to make the rent lower?—Yes.

22,491. Then with regard to the table you have brought us, do you consider in this part of the country it will take a man three days to plough an acre of ground?—Yes.

22,492. What time do they go to field in the morning?—Eight o'clock.

22,493. How long do they stop at noon?—They come to the stable at 12 o'clock after being four hours out.

22,494. They stop at noon for how long?—Two hours.

22,495. And then?—They go to work until 6 o'clock.

22,496. They work eight hours?—Yes, eight hours a day.

22,497. They will take three days to plough an acre of ground at that rate?—Yes, with our ploughs.

22,498. How deep do you plough?—Five by seven we call it.

22,499. That would not do in our part of the country?—We should expect an acre of ground to be ploughed in one day.

Lord *Kenyon.*

22,500. Is it very stiff soil?—Yes, it is.

22,501. Is it clay?—Yes, mostly.

22,502. Bad to work?—Yes, heavy.

Mr. *Grove.*

22,503. In the case where you speak of this damage by game is there any allowance made for that damage by game?—To the tenant?

22,504. Yes.—No, not a penny. If the gentleman, who takes the game from the landlady, likes to send a couple of partridges, that is all.

22,505. Is there much game on that little farm?—Yes, there is much waste around it.

22,506. Do you know other cases, where children working away from home, have to send part of their money home to help their parents to pay their rent?—No, I am not ready to give evidence as to any other than that.

22,507. This case you are clear about?—Yes, I know the people.

22,508. You say that this first farm you speak of 40 acres has been re-valued for assessment purposes?—Yes, by the Union.

22,509. What is the rateable value put at now since that assessment?—That is the last assessment, 16*l.* Before that it was 17*l.* 10*s.*

22,510. It seems a strange order of things. The Union, then, are reducing the rateable value,

Mr. *Grove*—continued.

and the landlady wants to stick up her rent?—Yes.

22,511. That is the reverse order of things, is it not?—Yes; but this was a new place when he came there, and it was sold from a big farm, and then the overseers of the parish made up the difference in the rateable value. Then afterwards the Union sent on their valuer to value it. They did not agree exactly.

22,512. There may be a little difference arising from that?—Yes.

Lord *Kenyon.*

22,513. With regard to the game trouble, would the difficulty disappear if the landlady had the game and kept the game in her own hands?—Yes, it might.

22,514. You think it is because the shooting is let? Yes, it would not be so much, if the landlady would take the game into her own hands, or leave it to the tenant.

22,515. You say you are a tenant farmer?—No; I am a freeholder.

22,516. You think yourself well off as a freeholder?—In what way?

22,517. I mean to say as compared with the tenant farmers.—Yes, if you can buy your land cheap enough, but it is almost impossible to do it.

22,518. Land is rather dear?—Yes.

Mr. *Grove.*

22,519. Do you consider you bought your land very dear?—No, not very.

Lord *Kenyon.*

22,520. Have you bought recently?—Three and a half or four years since.

22,521. How many years' purchase did you pay?—It was 42 acres, with good buildings thereon, at 1,350*l.*

Lord *Kenyon*—continued.

22,522. What was the rent?—Say the rent on such land ought to be from 18*s.* to 1*l.*

22,523. Then it is about 32 or 33 years' purchase; that is a very high price?—Yes.

22,524. These are questions by Mr. Owen Wynne: "Is not almost five-sixths of the land "in Anglesey in grass?"—Yes, I am sure. I was speaking of plough land.

22,525. "If it takes a man three days in "Anglesey to plough an acre of land, how long "will it take a man to mow an acre of grass "with a scythe?"—It might turn out to be profit and loss.

22,526. How long would it take to mow an acre of this land?—He has to work very hard to do it in two days with a scythe, for the first crop.

22,527. "Are not the first two landowners you "mention instances of class B; landlords who "let at high rents and do very little repairs, and "are they not both Liberals and Nonconformists?"—They are mixed.

22,528. You mean one is a Liberal?—Some Liberal and Nonconformists, and Churchmen and all.

22,529. I do not think that is an answer. Do you know what the politics or religion of Mrs. Owen, Church Street, Llangefni, are?—I believe she is a Nonconformist.

22,530. Of course, she has no vote. And the other one, William Jones?—He is a Conservative.

22,531. And a Churchman?—I do not know what he is at present, really.

22,532. This is a question by Mr. J. Owen Hughes: "Do you let any of your own land?"—No.

22,533. This is a question by Mr. J. Hughes: "Did you say that it would take a man three "days to plough an acre of land; you say yes?"—Yes, I mean from the grass ploughing up pasture, aredig tyndir, we call it.

The witness withdrew.

Mr. Richard Rowlands (of Gwalchmai), called and examined.

Lord *Kenyon.*

22,534. I believe you wish to give evidence principally with regard to agricultural labourers, their employment, their food, their wages, and their sleeping accommodation?—Yes.

22,535. What do you say about their employment?—My idea is that the wages are rather low.

22,536. Will you say what the wages are?—Well, varying from 7*s.* 6*d.* to 12*s.* a week.

22,537. On their master's finding, of course?—Yes, of course.

22,538. How would that vary. Is it according to the labourer or according to the place where he is employed?—Well, according to the labourer, perhaps.

22,539. The "hwsmon" would get 12*s.* 6*d.*?—Well, the head man, as you call it, would get 12*s.* 6*d.*

22,540. Have you anything further to say about employment?—The wages ought to be higher, but perhaps the farmers cannot afford to give them big wages at present, considering their

Lord *Kenyon*—continued.

present condition. Perhaps some of them would be willing to do it, if they could afford to do it.

22,541. Do you think the labourers are better off than they were, or worse off?—They are better off than they were 20 years ago, in some places anyway.

22,542. Do you think there is a great gap between the farmers in this country and the labourers?—Yes, in some places too wide a gap.

22,543. What do you think is the cause of that?—Well, it is a custom that has grown in the country.

22,544. And it is hard to get over?—I think there are many farmers who do not consider their servants or labourers, as made of the same flesh as they are.

22,545. As to their food; have you something to say upon that?—Their food, in one way of speaking, is better; that is, the farmers prepare better food for them, but there is a lack, in the cooking of it.

Lord *Kenyon*—continued.

22,546. Do you think that could be improved at all by cooking classes or anything of that sort?—Well, very likely it would.

22,547. Have there been any such classes?—No, not in this island now, I think, although I understand that there are in some parts. The servant girls, as a rule, are very young; they are too young to know; they have no experience in cooking, and of course farmers employ them because they get them for little wages.

22,548. Would you mind saying what the diet is, and what sort of food you get?—Well, it is very plain food.

22,549. Do you get bread and milk for breakfast, or something of that sort?—Yes, in some places and broth in others, and that is not always of a very good quality; most of it is water.

22,550. And for dinner, I suppose, you get meat?—In some places meat; in others, not.

22,551. Salt meat or fresh meat?—Salt meat, as a rule.

22,552. And bacon or salt beef?—Salt beef and bacon.

22,553. Any oatmeal?—Not at dinner.

22,554. But at supper?—Oatmeal at supper.

22,555. You think the improvement in the food should be in the cooking? Yes, I think the farmers have better stuff than they used to have, if it was cooked better.

22,556. What do you say as to the sleeping accommodation?—That is very poor.

22,557. Do you think that, the farmers' fault?—Yes, mostly; they have no proper accommodation for them only in very poor places; most of them have better places for the cattle than for their servants.

22,558. Is it not the landlord's fault in not building proper accommodation for them?—Perhaps so; perhaps if you go to the root of it, it is the landlord's fault.

22,559. Do you think if the landlord was asked he would put up proper accommodation?—I do not think he would.

22,560. It is the custom in this part of the country for the tenant to do the buildings, is it not?—Yes.

22,561. As to other accommodation, is that good or bad. In the evenings are they turned out of the back kitchen for instance?—Well, there is a back kitchen in every farm, and they allow them to go there for some time. In most places they will be turned out, as the farmer wants to do something else there; and then they have no place to go to but to the villages. They have no place adjoining their sleeping rooms to stop, and they are forced to go somewhere else for consolation or whatever you may choose to call it.

22,562. Where do they generally go; is it to the public house?—The public house, and they group together in the villages.

22,563. You think the standard of morality would be higher if they had better accommodation?—I do.

22,564. Is there anything further you wish to say?—No.

Mr. *Grove.*

22,565. What accommodation do you suggest that it would be reasonable to find for the labourer in an ordinary farm. Would you suggest that the landlord or the farmer should make a building outside, a room in which they could sit and have light and fire, and read?—Yes; I would do that, but I cannot say who will do it or who is to do it.

22,566. This is a very important point, as it affects a great many hundreds, and a great many thousands of men, and we want to get it from someone who understands the matter—what the farm labourer has to do and the circumstances under which he lives. Do you think a room opened in a village, or a cottage as a reading room, where the labourers could go and get their cup of tea or cup of coffee and read the papers, would be beneficial?—Yes; I believe so.

22,567. They sleep I suppose in the stable loft as a rule?—Yes.

22,568. You have just said a very serious thing, namely, that the cattle have more comfortable places than the men?—Yes; in some places.

22,569. As to the cooking of the food, one is sorry to hear it is not cooked in some cases properly, surely the farmers' wives understand cooking, and the general superintendence and arrangement of the kitchen, do they not?—They ought to do so, but generally they do not look to it.

22,570. Do you think that they do not give themselves sufficient care about it?—Quite so.

22,571. That they do not think it important enough to think about it?—Yes.

22,572. And they leave it to an inexperienced servant girl?—Yes; a very young girl who does not understand it properly.

Mr. *Griffiths.*

22,573. Are you a farm labourer?—Yes; most of my time.

22,574. Have you been asked by others to come and speak on their behalf here?—Yes.

22,575. Do you occupy any land as well?—A small place of about three acres.

22,576. Do you keep a cow?—One cow.

22,577. Do you think it is advantageous to a labourer with a family to keep a cow?—In some cases it is not, not always.

22,578. In what cases is it not advantageous?—When the rent is high, as it is, as a rule in some places.

22,579. Supposing he has a moderate rent, what rent do you pay for your three acres?—About 4*l.* 10*s.*

22,580. Do you think, as a rule, that it helps a labourer and his family to rear up his children to have some milk?—Yes.

22,581. Do you think that if the labourers round the country in the farmhouses, at least in all the farms, had a cottage and a plot of ground to keep a cow that they would be induced to stay more in the country, and not go into the towns?—I think so myself.

22,582. Do you think the farmers at the present time could afford to give you better

Mr. *Griffiths*—continued.

wages ?—No, I do not think they could, unless they get some reductions in the rent.

22,583. How are you to increase your wages if that is the case; what remedy do you suggest? If the farmers cannot give you more wages, what is to be done?—More equality in rent; what I have heard many times to-day; a Land Court as you call it.

22,584. You want the rent lowered ?—Yes, so that the farmer can afford better wages.

22,585. Do you suppose the land will produce sufficient to keep the landlord, the tenant, and the labourer ?—Yes; land is always very honest.

22,586. The question is which is to have the first bite of the cherry. If the labourer has his full pay, and the farmer has his pay and a little interest for his capital, do you think the landlord can have the rent that he now gets ?—No, I do not think so.

22,587. Then you propose that the land should be lowered a little ?—Yes, and divided between the farmer and the labourer.

22,588. Then with regard to the food you do not mean to say you get nothing but this broth for breakfast. You have something with it, surely ?—Yes.

22,589. What do you get with it ?—Bread and butter.

22,590. Cheese sometimes ?—Very little cheese in this country.

22,591. Do not the farmers' wives, as a rule, understand cooking ?—Well, they do not take much to cook for the labourers, but they understand cooking for themselves.

22,592. They do not attend to the cooking for the servants the same as they do for themselves ?—No.

22,593. Is it not the case that because they cannot afford to pay for better servants that they employ such young servant girls, who do not understand the cooking ?—Very likely; that is mostly the case.

22,594. What wages do they pay the girls who have charge of the cooking as a rule ?—From 9*l.* to 12*l.* a year.

22,595. They teach cooking in our schools at the present day. Do you know that ?—That has not reached this country yet.

22,596. Then you say the sleeping accommodation is very poor, and that the labourers have no place to go in the evenings. We have heard that the farm boys behave very roughly, and that the farmers cannot put up with them in the house, because they break everything they come near ?—Some of them may be rough, but it is, because they are accustomed to be where they are now.

22,597. How are we to get them out of this custom ?—Prepare a better place for them, and try what they would do.

22,598. Do you suppose that if the landlord builds another room where they can go in the evenings that that would have the desired effect ?—Most of them would stop there I believe.

22,599. And suppose that the tenant prepares a fire for them do you think the farm boys would find candles ?—I think they would. They do find candles for themselves now.

22,600. Then it would be divided between the three parties ?—Yes.

22,601. That would be the way to get at it I think. You consider that labourers are now better off than they have been for many years ?—Yes.

22,602. With the exception of accommodation ?—Yes.

Lord *Kenyon.*

22,603. These are questions by Mr. John Hughes: "Are you able to employ labourers at "the rate of 7*s.* 6*d.* a week? Is that in your "opinion the market value of labour?"—No, that is not the market value, but there are some employed at that.

22,604. That would be the lowest ?—That would be the lowest perhaps.

22,605. "Will you kindly name the farms that "the labourers are sent out from the house "immediately they finish their supper?"—I could name some of them, but I would rather not name them here.

22,606. These are questions by Mr. Owen Wynne: "Have there not been cooking classes "here. And has not the stove just behind "where you are sitting now been erected for the "purpose of cooking classes?"—I did not know about that.

Mr. *Grove.*

22,607. You had not heard of that I suppose ?—No.

Lord *Kenyon.*

22,608. "Do you think the farmer has any "control at all over his labourers after the day's "work is done?"—He has very little I know.

22,609. "Would not that 4*l.* 10*s.* be considered "a very reasonable rent for a cottage with three "acres?"—Well, something like right, I should think.

22,610. These are questions by Mr. J. Owen Hughes: "What do you think a Land Court "would do for the labourers?"—Well, if it would do good for the farmer, of course the labourer would get some benefit from it, because the labourer and the farmer are joining one another, they are close neighbours.

22,611. "Do you know what a Land Court is?"—My idea of it is one thing, to secure a tenancy and to level the rents. There are some rents too high in comparison with others in this country.

22,612. To level rents and give security of tenure ?—Yes.

22,613. "Do you not know of instances where "the farmers have prepared good accommoda-"tion for the servants, and these places have "been made quite unfit by the labourers them-"selves?"—No, I do not.

22,614. This is a question by Mr. R. H. Williams: "Which is the wider—the 'gap' "between the labourer and farmer, or that "between the farmer and landlord?"—Very

Lord *Kenyon*—continued.

likely the gap between the landlord and the farmer is wider.

22,615. Perhaps it depends upon circumstances?—Yes.

22,616. These are questions by Mr. Evan Williams, of Llangefni: "Who is the owner of Spite Inn?"—It is not very easy to tell at present.

22,617. "Who is the tenant of Spite Inn?"—I am.

22,618. "What is the acreage and what is the rent you pay?"—4*l.* 10*s.*

Lord *Kenyon*—continued.

22,619. You say you do not know whose property Spite Inn is?—No; we have failed to decide lately.

22,620. "Did you not offer to pay 6*l.* rent to "Mr. Laurie, the solicitor of Llangefni parish?"—Yes; if he would re-build the cottage for me.

22,621. "If you did not promise to pay 6*l.* "how much did you offer?" You say you offered 6*l.*—If he would build the cottage.

22,622. To whom did you pay the 4*l.* 10*s.*?—A part the parish of Llangefni and part to Mrs. Vaughan. It is a charity to the parish of Llangefni.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined through an interpreter.

Lord *Kenyon.*

22,623. Has this statement been read to you by Mr. Griffiths, is it correct, and is it the evidence you wish to give?—Yes.

The following statement of the witness was read:—

"The evidence of John Williams, Parc Newydd, Llanerchymedd.

"I am a farmer occupying the above farm, and a county alderman.

"I beg to offer evidence as to the sale of farms, where the tenants had spent much money to improve the holding, and that without any compensation whatever.

"(1.) Rhiwgoch Fawr, Llantrisant, on the estate called the estate of Mrs. Lewis, Llanddyfnan. The farm comprises about 51 acres. The tenant built a very good house and most of the outbuildings. He dug a very deep pump in the rock, and improved the land considerably. He faced many hedges with stones, and he had to cart the stones for these and for building purposes from a long distance, as there are no stones on the land. He also drained much of the land, and he had to do all the improvements at his own expense. The whole expense was estimated by his neighbours at from 350*l.* to 400*l.* The farm was sold by public auction, and the tenant left without receiving any compensation.

"(2.) Ffridd. A farm of about 28 acres, in the same parish, and on the same estate. The tenant of this place also built a new house, and thoroughly repaired the outbuildings by roofing the straw-thatched buildings with slates, &c. The place was sold by public auction, and the tenant left without any compensation. The tenant had made all the improvements at a cost of at least 150*l.* out of his own pocket, and he only occupied the place for a short time.

"Instances of tenants signing agreements, not to claim compensation for improvements made by them at their own expense.

"I know of instances where tenants signed agreements not to claim compensation for improvements they had made at their own expense (and those improvements having been approved of by the landlord or his agent) if their holdings were sold, or if they were obliged to leave for some reason or other.

Lord *Kenyon*—continued.

"When permission is asked of the tenants to make use of these facts, they unhesitatingly admit the truth of the facts, but positively refuse permission to make them known publicly, and that for fear of the possible and probable consequences.

"Rents are raised on improvements made almost exclusively at the expense of the tenants.

"I am the tenant of a farm called Parc Newydd, in the parish of Llantrisant. My uncle was born and brought up on the place, and was the tenant for over 60 years, having become tenant on the death of his father, I became tenant after my uncle. The farm comprises about 72 acres and is the property of E. H. Verney, Esq., Rhianva, Bangor. Many years ago there were only a few acres of the farm under cultivation. The remainder was left as waste, and produced, gorse, thorn-bushes, rushes, &c. The rent at that time was 7*l.* a year, but the place was subsequently cleared, and hedges and water-courses were made so as to form fields. Previous to that there were no hedges except along the boundaries, and a few plots that were inclosed near the house. In time all the land was improved so as to become arable, but about 40 acres of it was still so wet that it was not much good without being drained. This was also done, and lime was applied to the land. About 40 tons of lime (sometimes more, sometimes less) were carted on it for many years. A house and outbuildings were also erected on the farm. The house was built at the expense of the landlord almost exclusively. The tenant had to pay 12*l.* 10*s.*, and to cart the materials. The timber and slates for the outbuildings were allowed, except for one building, when they were refused. The tenant had to do all the remainder at his own expense. All the improvements (except what was allowed towards the building) were made by the tenants of the place at their own expense without any assistance or compensation from the landlords. As previously stated, the rent at first was 7*l.* It was then raised to 14*l.*; then to 28*l.* 8*s.* 4*d.*; and then to 45*l.* It was subsequently reduced to 40*l.* About 20 years ago the place was re-measured and re-valued at the instance of the Trustees of the estate, with the result that the rent was advanced from 40*l.* to 52*l.*, but the

Lord *Kenyon*—continued.

increase was not claimed during the life time of my uncle (the former tenant). The re-valuation resulted in a general increase in the rents, and general complaints on the part of the tenants that the rents were too high by far, and that they were obliged to pay over again for the improvements, they themselves had made. This is a complaint not only by the tenants of the Rhianva estate, but a general complaint of the tenants of almost every estate, large and small, throughout the island. The rents have been raised almost generally in the course of the last 30 or 40 years, either through valuation or by the agents, when a tenant left or died in letting the farm to his successor; or when the farms change hands by public auction, &c., so that between everything the farmer often suffers much hardship—indeed, much injustice, and he has no place, or court, or any Act of Parliament worth mentioning to appeal to for fair play. If he appeals to his landlord or his agent he is told that they can have plenty of tenants ready to accept the terms offered; and if he tells his grievance to his neighbours, perchance some of them will only be too glad to betray him, and take his house from him.

"As matters appear at present, some change must take place soon or else the circumstances of many farmers will be ruined, and the cultivation of the country will suffer greatly, which would mean a national loss."

Lord *Kenyon.*

22,624. How far back was it that the rent was 7*l.*?—Over 80 years ago.

22,625. Who did all the clearing of the fields?—My uncle, or it was in my uncle's time that the greater part of it was done.

22,626. The tenant?—Yes.

22,627. In the first two statements about the places which were sold, was any claim for compensation put in?—No, none at all.

22,628. Why was that?—The notion of claiming compensation is only of recent origin.

22,629. Why did they do anything on their holdings, if they never thought that they would get anything?—They expected that they would be allowed to remain there to enjoy the improvements themselves.

22,630. When the farm was sold first, the tenant of Rhiwgoch Fawr had to leave?—Yes.

22,631. How was that?—Because he could not pay the rent which the purchaser demanded.

22,632. Was the purchaser a small landowner or a large one?—I believe he was a farmer.

22,633. In the case of Ffridd, was that bought by a large landowner or a small one?—That was bought by the then agent of the Rhianfa estate.

22,634. You say, "When permission is asked "of the tenants to make use of these facts they "unhesitatingly admit the truth of the facts, "but positively refuse permission to make them "known publicly, and that for fear of possible "and probable consequences?"—That is perfectly true.

22,635. Do you know that there is an Act in force now for the protection of witnesses?—I know that it protects witnesses, but it does not protect tenants.

22,636. It protects anyone who is a witness, whether tenant or landlord or labourer?—If I received notice to quit in six years, I could not compel a landlord to give me a reason for it.

22,637. You are giving the landlord credit for bearing a grudge a very long time, I think?—I can prove that similar cases have occurred after a great lapse of time.

22,638. You can prove the reason in the landowner's mind, you think?—I do not say anything about the landowner's mind.

Mr. *Griffiths.*

22,639. Have you been asked to come here with your testimony on behalf of others?—No.

22,640. Only on your own account?—Yes.

22,641. As to this case you name where the tenant had spent from 350*l.* to 400*l.*, did he ever send in an application for compensation for that sum?—No, he did not.

22,642. Then do you consider that the tenants now have the same confidence in their landlords as they used to have years ago?—A great quantity of land goes into the market now, compared with old times.

22,643. Is it not the fact that in years gone by, if a master promised anything the tenant would rely upon his word, and think no more about agreements or anything else?—I believe that is the fact.

22,644. Then with regard to the farm at Ffridd. There appears to have been a good deal of money spent there again, a sum of 150*l.* They did not claim compensation, did they?—No, they did not.

22,645. Then you say you remember instances of tenants signing agreements, not to claim compensation for improvements. On what estates do you find that?—As I am not able to go into details, I do not think it would be fair for me to mention the names.

22,646. But you are sure you know of instances of that kind?—Yes, I am prepared to swear it, if need be.

22,647. Did you ever see any of these agreements?—I have not seen the agreements, but I have seen a copy.

22,648. Why did you not bring that copy here?—The person who signed it, would not consent to my bringing it here.

22,649. Why not?—He was afraid of the possible and probable consequences.

22,650. Was he afraid he would have notice to quit, if he gave it to you?—That was one of the things that he feared.

22,651. What others?—That the rent might be increased.

22,652. Why is a tenant induced to sign such a clause?—The reason was that they were completely in the hands of the landlord.

Lord *Kenyon.*

22,653. Is that a large or a small landlord?—He is a large landowner, class A.

22,654. Do you mind mentioning the landlord's name?—I object; I do not consider it

Lord *Kenyon*—continued.

fair, unless I was at liberty to give the name of the witnesses as well.

Mr. *Griffiths.*

22,655. Then you consider that the rents are very often raised on the tenant's improvements?—I believe that 9 out of 10, if not 19 out of 20 advances of rent, are due to that cause.

Lord *Kenyon.*

22,656. These are questions by Mr. D. Lloyd George, M.P.: "How long has the distress among "the farmers in Anglesey prevailed?"—During the last 10 or 12 years.

22,657. "Have farmers upon average holdings "made much more than a bare subsistence out "of their farms, during the last 10 years?"—It is very rarely they have been able to live and pay their way.

22,658. "Even on large estates where rents "might be reasonable 12 years ago, do you "consider that farmers can go on paying these "rents, if the average prices of the last three "years are maintained?"—If they had very much money in hand before the present depression commenced, they might do it, if they were foolish enough to pay their money in that way.

Mr. *Grove.*

22,659. Supposing they had nothing in hand, and had to go, on the circumstances of the moment?—In most instances I know of, they would not be able to do so.

Lord *Kenyon.*

22,660. These are further questions by Mr. Lloyd George: "While the price of cattle and "farm produce is much lower now than "formerly, is there any appreciable reduction "in the outgoings on a farm?"—Artificial manure is cheaper than it was at that time, and I believe the agricultural seeds are a little lower. I cannot bring anything else to mind at present.

22,661. "Do you know of any case where the "labour bill of a farm has been curtailed in "order to pay rent?"—I believe I could name cases where fewer labourers are employed for that reason.

22,662. I ask you this question myself. Is the labour bill curtailed also by employing machinery such as mowing machinery?—I do not understand that there is very much difference in that respect.

22,663. Surely one man with a mowing machine can mow more than one man with a scythe?—That is very true. We were in the habit of mowing hay, when prices were high, with mowing machines.

22,664. These are questions by Mr. J. Owen Hughes: "Did not Mr. Verney, after buying, "consolidate by adding a small tenement to "your farm?"—No, he did not, not at that time.

22,665. Did he do it afterwards?—I could explain that if I am allowed.

Lord *Kenyon*—continued.

22,666. I had better follow on the question. "Does not this account for the advancement of "your rent, of which you complain?"—The advance in rent I spoke of, is in respect of Parc Newydd itself.

22,667. From the 40*l.* to 52*l.*?—Yes, that is so.

22,668. "Are there any buildings at Ffridd "now?"—There are exactly the same as there were, when the place was sold.

22,669. "If so, who pays the rent, and to "whom is it paid?"—I pay the rent, and Mr. E. H. Verney receives it.

22,670. At Ffridd?—Yes.

22,671. You are at present tenant of Ffridd?—Yes. I was with my uncle when he was tenant of Parc Newydd and did not receive any wages, and I asked whether they would let the place to me.

22,672. You said the tenant of Ffridd was not able to pay the rent which is demanded, I understand?—I do not say he could not pay the rent, but he refused to take the place at that rent.

22,673. Did you consider it a fair rent when you did take it?—Yes; to answer my purpose it was.

22,674. What was your purpose?—I had been working with my uncle for about 15 years without receiving one penny wages, and if he had died without a will, I should have been left on the world without anything at all.

22,675. How did you get the capital to take this small farm?—My uncle allowed the stock on the farm to be given to me.

22,676. Was that not in lieu of wages?—Of course it was quite as good as wages.

22,677. These are questions by Mr. Owen Wynne: "Is not Captain Verney a Liberal?"—He was a Liberal.

22,678. What is he now?—I cannot say, I have not heard that he has changed his politics.

22,679. "Is it not a fact that the ministers and deacons of the chapel, have interested themselves very much in getting witnesses to appear before this Commission?"—So far as I am aware, and I am in a position to know, it is utterly untrue, it is a shameful untruth.

Mr. *Griffiths.*

22,680. You say that there is much less labour employed than formerly?—Yes; I could name instances where they have reduced by one-half.

22,681. Then is it not a fact, that there is much work left undone in hedging and ditching which ought to be done?—Undoubtedly there is.

22,682. If this state of things continues, the ditches will get full and the hedges will all come down, and we shall get into a wilderness in a short time, shall we not?—There are many farms in the county which are in that state at present.

The witness withdrew.

Adjourned.

TWENTY-SEVENTH DAY.

Town Hall, Llangefni, Anglesey, Saturday, 14th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN,
Assistant Secretary.

Mr. ELIAS JONES WILLIAMS called and examined.

Lord *Kenyon.*

5,481 22,683. What is it you want to rebut in the evidence of Mr. Ellis Pierce which was given at Conway?—There are six different charges, my Lord, and I should be very much obliged if you would allow me to take them point by point. The first grievance is about a certain letter being written to the "Baner." First of all, I do not take the "Baner," and never see it; but remember hearing of a deprecatory letter concerning the Yspytty tenants describing them as in abject poverty, and tending to maliciously create ill feeling between Lord Penrhyn and them, which was refuted by them publicly in the "Baner" and signed with their own proper names and addresses. It was in Welsh I believe; they can all read Welsh, and write it. As to the imputation that they signed it in ignorance of its contents, I do not believe such respectable and substantial people would sign any document without first of all knowing what it contained, especially when it was in their own mother tongue. The second charge is about a place called Talar-y-gerwyn. The buildings are not in ruins; they are old, and Griffith Pritchard prides himself upon his care of the old buildings. Repairs are regularly done every year on the Estate on the instructions of the principal agent; the worst places being attended to first. Col. Sackville West makes the selection, and instructs me accordingly. He always comes over for the purpose. Griffith Pritchard contemplates retiring from Talar-y-gerwyn to live upon his savings, and has had permission for the last three or four years to select his own successor.

22,684. Does Mr. Pritchard do the repairs himself?—Yes, he does to a certain extent. He prides himself upon the care he takes of the old buildings; but he is always supplied with the materials, and he never asks for any repairs.

22,685. You have given him materials?—Yes.

22,686. He says that Mr. Pritchard asked several times for consideration of the local agent, and that was of no avail. Is that true?—No; utterly untrue. I may also mention that I have personally befriended him by paying his rent for him on one occasion (when he had forgotten the audit day) in order to maintain his credit with the principal agent. The tithe story has no foundation whatever. Fresh Agreements were issued, including the tithe in the rent, at a permanent reduction on the rent of about 15 per cent. Griffith Pritchard made no difficulty in accepting it and signing the counterpart. Here is a letter I wish to submit to your Lordship.

Lord *Kenyon*—continued.

22,687. Do you wish it to be read?—Yes, if you please.

22,688. I will read it: "5th October 1893." It is a recent letter?—Yes.

22,689. "Post Office, Penmachno, 5th October 1893, Welsh Land Commissioners. Dear Sir,—I am very much pained to read in the 'Herald Cymraeg' the evidence of Ellis o'r Nant at Conway reflecting on you, and I hasten to remind you that his statement with regard to Talar y Gerwin is misleading, if not something more; inasmuch as it was, I myself that took the agreement mentioned, to Talar y Gerwin on the 23rd of March, 1887. I can unhesitatingly say that Griffith Pritchard made no objection about the tithe, and not a word was said about a notice to quit or anything in that direction. My instructions from you were not to press upon him in any way to sign it. Yours truly, John Richards. To E. Jones Williams, Rhydlanfair, Bettws y Coed." Who is John Richards?—The Postmaster at Penmachno.

22,690. Was the farm let to another tenant?—No.

22,691. What he said was, "A word came one "morning that the farm would be let to another "tenant unless he would sign, to pay tithe with "rent"?—And that is the man he refers to who writes that letter.

22,692. Then there was no such word came?—No.

22,693. Have you anything more to say about that?—I may mention further that Griffith Pritchard and myself are on very friendly terms,

Lord *Kenyon*—continued.

and he was most anxious to get me on the County Council.

22,694. We cannot go into that?—There is good feeling existing, and this man goes about as an agitator trying to destroy this good feeling. That is what I want to point out.

22,695. I have these questions to put to you: "How long is it since you visited this farm"?—It may be five or six months perhaps. It is a very much out-of-the-way place.

22,696. "Have you visited it since you went "round to solicit his vote for candidature to the "County Council in 1888"?—I never went round to canvass votes and never do.

22,697. You have visited it since 1888?—Oh, yes.

22,698. "If so, when?"—I could not tell you definitely. I go round the estate very often indeed, and there is hardly a part of the estate, but that I may say I go and visit in less than three months—every three months at the very least.

22,699. "Did he ask you for lime for repairs?"—No.

22,700. "Did the tenant Pritchard have to buy "lime with his own money?"—I am not aware of it. It is not the practice on the estate to give them lime in any shape or form, but repairs are done for them. If this man wants repairs it will be done in its turn. They are done regularly. They are not called upon to pay for lime nor anything else. The repairs are done.

22,701. As a matter of fact did he have to pay for the lime?—No, they have not to pay for any lime.

22,702. Do you know that he did not, or do you think he did not have to pay for the lime?—Certainly I do know. If he went and bought lime for his own land for agricultural purposes, it is his own look out.

Professor *Rhŷs.*

22,703. You say that the repairs are made in their turn, one farm after another?—Yes.

Lord *Kenyon.*

22,704. Can you give any idea how long it is since he has asked for any repairs?—I have said before he has not asked for any repairs. I might say that the repairs are done systematically; we do not wait for any one to ask. The buildings are taken from bad to worse regularly every year, and so much money spent, and the tenants are perfectly satisfied because they know when their turn comes they are attended to.

22,705. You do not have any complaints that they are waiting too long? That is what I want to know?—No.

22,706. Then we come to Pen-y-bont?—There is a grievance about the manure there. I say that the manure is provided for, by the agreement. When there are sheep to be taken by the incoming tenant, it is a practice among themselves to allow whatever little manure there may be to go, free of charge. But here again, although the outgoing tenant was allowed to sell all the crop without any manurial compensation which we could charge according to the agreement, I distinctly told him that if he considered he had a fair claim for the few loads of manure, he could send in a bill for it. This was not done. Great forbearance was shown these tenants, who for the last 10 years at least were carrying on the farm in a state of insolvency, to its great deterioration, employing hardly any labour but their own two selves. William Hughes chiefly following the occupation of ordinary carrier, conveying slates from Penmachno quarry and coal, &c., &c., from Bettws-y-coed. The late Lord Penrhyn was much distressed at the negligent and wasteful state of the farm and the slovenly condition of the new house and outbuildings (which had been erected at a large expense, not much less than from 900*l.* to 1,000*l.* I believe) and wished the tenant to give up and take a smaller place; pointing out that he was causing much injury and loss not only to himself as tenant, but also to the community at large, by not employing sufficient labour, thus raising very inadequate produce and impoverishing the locality. Yet they were allowed to continue on. Since 1886 they were invariably backward with the rent, and the cultivation of the farm getting from bad to worse, they were repeatedly advised to look out for a smaller farmer of sufficient capital to exchange farms with them. Thomas Williams, of Llechweddhafod, was pointed out as a likely party, but no endeavour was made to carry out the suggestion. Some four or five years ago they were backward with, and having difficulty to gather, their hay crop; the estate men were sent to help them free of any charge. The farm is admittedly, by common consent, one of the cheapest on this portion of Lord Penrhyn's estate being only about 4*s.* 6*d.* per acre, exclusive of a sheep walk for about 500 sheep. In order to try and help them on, a boundary wall over a mile in length was erected for them free of charge, and a wire fence of similar length.

22,707. You deny the statement "they had no "cowhouse, shed, nor any kind of building on "that side where there was one much wanted "to feed the cattle"?—The buildings at Pen-y-bont are adequate.

22,708. "All the buildings that they used to "have were all in ruins." Is that so?—Those are all disused buildings, and the present farm buildings are all in one block together, and were built at an expense of over 1,000*l.*

22,709. Were they short of buildings to feed the cattle during the winter months?—Oh, no, they had not sufficient cattle to fill the buildings.

22,710. You say, that rent was very reasonable?—It is 4*s.* 6*d.* an acre—500 acres at 115*l.*

22,711. Was the new tenant "hoodwinked"?—No, he selected this farm of his own accord in preference to many farms in our own locality, and in his locality near Criccieth, and

Lord *Kenyon*—continued.

he took a great deal of time. If you will allow me I will give the particulars.

22,712. It is quite sufficient to say that?—He brought two of his friends, a man from near Harlech, a very sharp farmer, to look at it first; he brought another farmer from near Criccieth, and then he brought his wife. I do not think more care could have been taken to look at a farm.

22,713. "Why were new buildings not built "for the old tenants at Oernant"? Because they did not want them, and I believe as a positive fact that they were offered buildings at Oernant, kind of outbuildings, and they refused to have them about 20 years ago, and they had not sufficient cattle to fill what they had already.

22,714. Has your previous evidence referred to Oernant?—No.

22,715. What has Oernant to do with Pen y bont?—They are two separate divisions of the farm; one place is called Oernant, and the other Pen y bont. The buildings are concentrated for the convenience of the farmer in one block, at Pen y bont, and this is only a delusion of Ellis o'r Nant.

22,716. He says, "If they were wanted for the "new tenant, were they not wanted for the old "tenant as well"?—The new tenant has capital.

22,717. He is keeping more stock?—He is going to keep more stock.

22,718. Did the old tenant ask for them?—Never; he refused to have any buildings made there.

22,719. With regard to manure: "How was it "that payment for the manure referred to was "refused"?—It was not refused. It was a matter entirely between the outgoing and incoming tenant.

22,720. "Did Mr. Llewelyn the new tenant not "promise to pay, and was he not going to pay "until you stepped forward and instructed him "not to pay."?—No.

22,721. Bryneithin is the next?—Yes, Bryneithin. The whole statements here are absolutely untrue. Robert Roberts could not possibly do any ploughing for me, as he left Bryneithin in 1880 or 1881, and I did not take Rhydlanfair until 1884.

22,722. That disposes of that?—Yes.

22,723. Could the stars and the moon be seen through the roof of the farmhouse in which he lived?—I do not think so.

22,724. Were the outbuildings in a dilapidated state, and not fit to store cattle?—No, they were not. They might be in a negligent state of repair, owing to the man's own negligence,—a slate off the roof, here and there, owing to his negligence.

22,725. Were they in a condition that was dangerous to life?—Not at all.

Professor *Rhŷs*.

22,726. Was he expected to keep up the repairs himself?—No, they are not expected, although according to their agreement they are bound to do so. When houses and outbuildings are put into repair, the tenants are expected to keep them in repair, but on this part of Lord Penrhyn's estate they do not even do that. We go and do the repairs afterwards, even after the buildings have been up ten years, and I should like some of the Commissioners to see what has been done after ten years.

Lord *Kenyon*.

22,727. You think they may be in that state on account of the tenants' own negligence?—Yes, if there are any slates off the roof, it is their business to come and inform us, and it is done for them.

22,728. They are expected to keep them in repair, then?—No, they are expected to give us information.

22,729. Did Robert Roberts tell you that he was going to leave?—No, he did not. He took another farm without ever telling us. He did not give us any notice of his intention to do so.

22,730. Now we pass on to Bronddu?—I have this statement to make, Henry Williams (on Monday, September 25, 1893, in the presence of Mr. Robert Parry, Tŷucha, and Mr. John Edwards, Dylasau uchaf) emphatically denied that I ever asked him for the loan of any money whatever, and that he ever told any one I had done so. He said he was prepared to affirm it in any court or anywhere, and I believe he is here present.

22,731. "He soon after had a notice to quit, but "succeeded to get his farm back upon the under-"standing that he was to pay two years' rent in "advance, which he did, as far as I can under-"stand." Did he do anything of the sort?—He did not. Col. West is present, and he can prove that, and you can have the receipts. With regard to Fronddu, would you like to call Henry Williams first? He is present in court.

22,732. I will put these questions to you first—"Do you deny that Harry Williams reported far "and wide at Ysbytty about the 200*l.*"?—He is here himself. I never heard of it.

22,733. "Was it not the clergyman that suc-"ceeded to get the farm back for him"?—I do not quite understand the reference to the clergyman. Will you make it more explicit.

22,734. Well, I am afraid I cannot?—What is the question?

22,735. It is so badly written, I can hardly tell. It is, "Was it not the clergyman that succeeded "to get the farm back for him, Henry "Williams"? What clergyman does he mean?—I suppose he means the clergyman of the parish.

22,736. I suppose so?—I am not aware of it. Would you like to ask Col. West, the principal agent? I have nothing to do with the letting of the farms, nor the receiving of rents. Col. West receives the rents and gives the official receipts for them, and if there is a notice to quit, he gives it.

22,737. I may explain that. Mr. Ellis Pierce has sent a number of questions to ask the witness, but Mr. Ellis Pierce is not here, and we

Lord *Kenyon*—continued.

think in order to get to the bottom of this matter, it is better to put his questions so that he may be in no position to say the Commissioners treated him badly. I am simply doing my best to explain Mr. Ellis Pierce's questions?—I am perfectly content, my Lord.

22,738. Do you deny he got notice to quit?—No, I am giving you the full information there. Henry Williams having become totally insolvent through some cattle dealing transactions in 1887, his brother ——

22,739. We think you need not go into that further?—But it is a very serious charge against me, is it not? And I think when we consider the scandalous character of this man ——

22,740. You had better go on with your statement?—I will commence it again. Henry Williams having become totally insolvent through some cattle dealing transactions in 1887, his brother William Williams of Rhydyrychain, Yspytty, applied for Fronddu, stating that Henry Williams was a complete bankrupt, and all the stock there belonged to him (William Williams). He was answered that his application could not be entertained until Henry Williams had first of all, given it up, and admitted his inability to carry on, but if the stock was his and his brother wished him to go there, this matter might be considered. Under the circumstances it became my duty to report the application and the insolvency to Col. West, who then sent Henry Williams a notice to quit simply to protect the landlord's interest, and to afford Henry Williams an opportunity of proving his ability or inability of continuing his tenancy. The notice was not enforced, neither was he disturbed in any way whatever, nor made to pay any rent in advance, as is clearly proved by his enclosed official rent receipts, and Col. West can prove that by the books of the estate.

Lord *Kenyon*—continued.

22,741. Then "was he less capable at that time "than nine-tenths of the tenants on the Penrhyn "Estate"?—Less capable of what?

22,742. I suppose of farming. You say he was insolvent?—He was insolvent, but he was allowed to go on and has pulled up, and I believe is doing well. He was not disturbed in any way whatever.

22,743. You do deny that he paid two years' rent in advance?—Yes, and with your permission the official receipts can be sent on to you to look at.

Mr. *Grove.*

22,744. Do you deny that any request of that sort was made to him?—Absolutely, I have nothing to do with receiving the rents or giving notice to quit. It is the principal agent who does that, but I can say as a positive fact, that no rent was charged in advance.

The witness withdrew.

Mr. Henry Williams (Fronddu) called and examined through an interpreter.

Lord *Kenyon.*

22,745. Did Mr. E. J. Williams, the local agent, ask you for a loan of 200*l.*?—No, he did not.

22,746. Did you pay two years' rent in advance?—No, it was not in advance, except a few months.

22,747. Was it in payment of arrears?—No, it was not arrears. It was due to them a little.

Mr. *Grove.*

22,748. Did you pay any rent before it was due?—No, it had become due, but the time for payment had not arrived.

22,749. Then the usual time granted for payment was not given in that case. If the rent is due, say in September, they give up to December to pay it. Then was it paid before the rent would have been due in the ordinary sense?—Yes, by two months.

Lord *Kenyon.*

22,750. Did the clergyman succeed in getting the farm back for you?—The farm came back to me.

Lord *Kenyon*—continued.

22,751. Was it the clergyman who succeeded in doing it?—He sent to Colonel West, but I can say nothing more.

Professor *Rhŷs.*

22,752. Was it the clergyman who sent to Colonel West?—Yes, he sent.

22,753. You put your case before the clergyman? Did you talk it over with him?—Yes, a little.

22,754. And the clergyman wrote to headquarters about the farm?—Yes.

Lord *Kenyon.*

22,755. This is a question by Mr. Vincent: "Was not the fact simply that owing to your "unfortunate position, Colonel West was obliged "to ask for the rent when it was due, instead "of waiting for the rent-day"?—Yes, I had got into very unfortunate circumstances.

The witness withdrew.

Mr. E. J. Williams recalled and further examined.

Lord *Kenyon.*

22,756. Have you anything to say on the last point?—Yes, I have this to say: the half-year's rent is due on the 25th March, and under these circumstances Hy. Williams paid the half-year's rent on the 30th April, a month after it was due, so that there is no truth in the statement that it was asked in advance.

Professor *Rhŷs.*

22,757. What time was it usual for him to pay that rent?—In June. That is only a favour.

Lord *Kenyon.*

22,758. "Did you take any land from Mrs. Jones, Bryndraenan?"—It was an adjustment of boundary. There are five or six acres perhaps adjoining another farm, and the boundary was in a very bad state. This next farm was valued and found to be excessively rented, and this small adjustment of the boundary, was added to another farm, and no change whatever made in the rents of either of the two.

Professor *Rhŷs.*

22,759. Did that lessen her acreage?—That did lessen her acreage, but it improved her land by having a thorough good boundary.

22,760. By how much did it lessen her acreage, do you know?—I cannot say, possibly eight or 10 acres.

22,761. Then it is true that it lessened her acreage?—Yes, certainly, but it improved the farm. She had no boundary before; the cattle were trespassing upon each farm and the boundary has made that farm now one of the best farms on the estate. It is nearly 100 acres and the rent is only 29*l.* It is all arable land. As to Bryndraenan there is no cheaper farm in North Wales.

Lord *Kenyon.*

22,762. It was a readjustment of the boundaries of the two farms?—Yes, and readjustment of rent, if you wish to put it in that way.

Professor *Rhŷs.*

22,763. Was there a readjustment of the rent?—In that light that this land added to the other farm would help that farmer on.

Lord *Kenyon.*

e 15,537. 22,764. Colonel West said at Conway: "I rearranged the boundaries and readjusted the rents according to what I believed to be the actual value then of the farms after the readjustment of the boundaries, and the consequence was, although one farm possibly was a very little reduced, the other, perhaps, was a little raised, but there was no change whatever made in the total rents of the two farms. It was simply a readjustment of boundaries." Is that so?—Exactly so.

Lord *Kenyon*—continued.

22,765. With regard to Bryndraenan: "Did you not tell Ellen Jones, when she said she would write to Lord Penrhyn about her fields, that you would take another field from her, if she dared to mention a word?"—Never. There is another grievance about Dyffryn Mymbyr, Capel Curig, if it is worth noticing.

22,766. It was stated "When the last tenant, Mrs. Roberts, died it came on the hands of Lord Penrhyn to farm, I notice every year that many tenants from the estate at Yspytty and Penmachno are in the habit of going there to shear the sheep?"—I have only a few words to say. It is absolutely untrue that the tenants are compelled to do any work. It is grossly untrue, and the tenants are never compelled to do any work for the landlord. They certainly do volunteer to go from our part of the country, about 10 miles or so, up to this Dyffryn Mymbyr for curiosity sake. They like to go and see the young stock reared there on a different principle to theirs, and they like to see the sheep, which are a different class of sheep to theirs. They go there as a kind of outing or holiday, and the greatest difficulty we have is to stop too many going. We can easily do the clipping without these our friends (the Yspytty and Penmachno friends) in the ordinary change of labour between neighbours, all the people of Capel Curig help and we help them. We could easily do without these people, if necessary.

Professor *Rhŷs.*

22,767. Is there an impression abroad that you wish them to go?—No, they speak of it, weeks in advance.

Lord *Kenyon.*

22,768. Then he made this statement: "The landlords, at least the agents, are in a position to get the tenant to commit suicide in some sense. They can get them to do any work for their landlords as well as for themselves free of charge. If they refuse they have to bear the consequence." Have you ever attempted to induce them to do any work for you?—No.

22,769. Is there anything else you wish to rebut?—I wish to point out what this man's public character is.

22,770. This is a question by Mr. Vincent: "Has Ellis o'r Nant had a libel action brought against him"?—Yes.

22,771. "Did he fail and fly the country"?—Yes, and was mulcted jointly in 400*l.* damages and the publication in every newspaper.

22,772. "Has he been convicted of using false weights"?—Yes.

22,773. "What is the general reputation of "Ellis o'r Nant"?—That he is not worthy of credence. He has been also fined for defrauding the railway company.

Mr. *Griffiths.*

22,774. Will you tell me the position you occupy on this estate?—I am the local agent on this estate.

22,775. Are you a practical farmer?—I am a practical farmer. I occupy land from two landlords. I occupy land from Lord Penrhyn, for which I pay him 90*l.* rent, and I occupy land from Earl Ancester, and pay him 45*l.*

Mr. *Griffiths*—continued.

22,776. Is it customary on the estate to take land from the tenant, without giving notice?—No, not for any purpose whatever, even for planting; they always get notice and always get compensation.

The witness withdrew.

Lord PENRHYN called and examined.

Chairman.

22,777. Your Lordship is chairman of the North Wales Property Defence Association, I believe?—I am.

22,778. When did the association come into existence and where?—The association came into existence at a meeting which was held in the month of December, 1886.

22,779. Have you anything to state to the Commissioners on that point?—I have. It is suggested in the syllabus issued by the Commission, and also by questions which have been put by some of the Commissioners, that there exists in Wales combinations of landowners, for the purpose of accepting or rejecting tenants of a particular class. I say, firstly, that no such combination exists so far as I am aware. To my knowledge there are only two organisations of landowners. The first is the North Wales Property Defence Association, of which I will speak later; the second is the Landowners' Association of South Wales and Monmouthshire, of which Mr. J. E. Vincent is the secretary. He is here and is ready to explain the objects of that association at any moment, which may be convenient to the Commission. I have never heard of any other combination of landowners, and I am sure that if any such combination did exist, I should have heard of it. The sole object of the North Wales Property Defence Association is summed up in its title, and that object is explained in the rules of the association, which I am ready to produce if called upon.

22,780. Perhaps it would be as well to put in the rules of the association, I think?—Is it the wish of the Commission that I should read them, or simply put them in?

22,781. Will you simply hand them in?—(*The witness handed in copy of the rules.*) If you would kindly allow me to say so, the Commission will notice that part of that document I have handed in is torn off, and that contains the list of the members of the executive committee. I am not at liberty to produce the list of members. In order to give additional emphasis to my statement of the objects of this association, I desire to put in evidence a circular issued by it early in 1887, and I desire to call particular attention to the last paragraph but one, which I submit shows clearly that there never was any hostile attitude shown towards tenants. The circular I refer to is as follows:—

"The serious attention of Welsh landowners is called to the objects of the above association, of which a copy is enclosed.

Chairman—continued.

"The important question of property defence was fully discussed at a very influential meeting, held at Chester on the 11th December 1886, and largely attended by gentlemen interested in land in Wales.

"The meeting expressed the utmost sympathy and good feeling towards the tenant farmer, and it was agreed that landowners should meet their tenants fairly and liberally in the existing depression of their business, and an opinion prevailed that, if allowed to arrange their own affairs, no difficulties would arise. At the same time it was felt by all that the incessant interference of outside agitators, often totally unconnected with any interest in land, and the open encouragement given by a large portion of the Welsh press to schemes practically of confiscation, make imperative the establishment of an organisation for mutual self-protection.

"It was therefore resolved (with only two dissentients) to establish this association, which it must be clearly understood is formed in no hostile spirit, or as a combination against the tenant farmers in any shape or form.

"Should you be desirous of becoming a member, you are invited to fill up the enclosed form of application, and forward the same as directed as early as possible."

Then it gives the names of the honorary secretaries. I may say that no idea of entering into the question whether this or that class of tenants was acceptable or should be accepted has ever been entertained, and that, if any such idea had ever been suggested, I, as chairman, should have repudiated it most emphatically. There is no truth whatever in the suggestion, that the circular referred to, at the Dolgelley sittings, was issued by or on behalf of any member of this association.

22,782. What is that suggestion?—The circular was referred to.

22,783. Yes, we remember that perfectly. You say, "There is no truth whatever in the sugges- See 8809
"tion that the circular referred to at the 9685.
"Dolgelley sittings was issued by or on behalf
"of any member of this association." That was an anonymous statement, an anonymous circular. I remember it well?—I had not seen the circular referred to, and I notice that it is anonymous. I know nothing about it whatever.

22,784. You knew nothing about the Conservative registry as a medium of communication between landowners wanting tenants and tenants

Chairman—continued.

wanting farmers, nor have you anything to do with it at all?—I know nothing whatever of any circular such as that which I have in my hand here, addressed to the clergy, landowners, and tenants, and which was referred to by Mr. Brynmor Jones at Dolgelley.

22,785. Where did this circular issue from?—I do not know. I know nothing of it.

22,786. So far as you are aware no member of your association knew anything whatever about it?—So far as I am aware no member of the North Wales Property Defence Association has anything to do with that circular.

22,787. Neither have they repudiated it?—I do not know. Being chairman, and never having heard of the circular myself till my attention was drawn to it the other day, I do not know that anybody has taken the trouble on the part of the North Wales Property Defence Association to take any notice of it. Having explained the object of this association, I desire to say, first, that an investigation into the so-called Welsh land question is welcome to the association, and that, on the 27th April 1892, the association resolved to approach the then Government with a suggestion that a Royal Commission should be appointed to examine into the conditions of tenancy in Wales. In proof of this I produce a copy of the minute passed on the aforesaid date. The minute is as follows:—

"After a discussion the following resolution was agreed to:—

"That this association considers that the time has arrived for the appointment of a Royal Commission to inquire into the relations between landowners and tenants in Wales, in consequence of the grave charges brought forward in the press and in Parliament, against owners of land in the Principality, and that the Government be requested to take steps for the appointment of such a Commission at the earliest possible opportunity."

I next desire to lay before the Commission in the most earnest manner, and as being vital to the whole question, facts which, in my opinion, prove that the agitation upon the Welsh land question was unreal in origin, and had not its source in any genuine sense of grievance on the part of the agricultural community. The said facts consist of articles and letters published in the Welsh vernacular press. From the foundation of this association, and for some time prior to that date, careful watch has been kept on the publications, of the vernacular press, and translations of articles and letters affecting the interests of landowners have been made for the Association. The accuracy of such translations can be proved to all reasonable satisfaction and in the vast majority of instances the originals can be produced. The said translations have been submitted to Mr. J. E. Vincent, who is present, and I now tender them to you, believing that they will prove that this agitation was deliberately fomented by journalistic sensational writings, with the object of creating a feeling in the country which

Chairman—continued.

would tend to the advantage of the proprietors of the vernacular press, and to the detriment of the Church and landowners in Wales; for this purpose I rely on extracts which I shall quote briefly. I shall, moreover, be able to show from those extracts that the agitation on the land question for some time was a failure, and that for years past landowners have been abused persistently and without regard to truth in the vernacular press, that obsolete prejudices against England have been resuscitated, and that all manner of threats and contumely have been poured on those tenants who might not be inclined to join in the movement. I hand in the extracts believing that no argument of mine is necessary for explaining their obvious meaning. I hand in also a list of the articles, giving the date of each, the paper in which it was published, with a few words indicating the nature of the article. I now, with the permission of the Commission, propose to read some of the extracts referred to. From the "Herald Cymraeg," published at Carnarvon, May 26th, 1886:—

"It is understood that vigorous preparations are being made by the committee of the Agricultural Society of the counties of Denbigh and Flint with regard to the meeting at Rhyl. It is not yet finally settled whether it is to be on the 15th or the 22nd of June, but this will be settled soon. Mr. John Roberts, M.P., Mr. Sam Smith, M.P., and Mr. Thomas Gee, and several of the foremost men in the land movement have signified their readiness to accept the invitation given them to come and take part in the proceedings. The chief object of this meeting is to sketch the means of establishing amongst the farmers of North Wales a society like the Irish League, and to plant branches of it in every county in North Wales. All the farmers in the Principality are earnestly requested to be present, so that a prosperous and thorough beginning may be made of the parent society."

The "Genedl," June 9th, 1886.

"You labourers and working men do not keep like Dan in the ships while we are fighting our enemies, but come with us and you shall get a share of the spoil.

* * * * *

"Within less than three hundred years ago all the land belonged to the people, but by this time it has been usurped by a class of men who call themselves the lords of the land, which is hideous unrighteousness."

* * * * *

The "Gwyliedydd," September 29th, 1886.

"Arrangements are being made in Liverpool to hold a meeting for setting up a Welsh national movement on the plan of the Irish one."

* * * * *

Chairman.

The Commissioners think that the originals should be put in with these extracts.

Assistant Secretary.

I have them here. Of course they are not verified. [Bundle of newspapers produced].

Chairman (to Witness).

22,788. Then you will allow us to keep these so to have the opportunity of verifying them. These are put in?—They are put in, I understand, as the originals of these quotations from which I am reading now.

22,789. Of course it must be distinctly understood that the Commissioners are not responsible for any of this evidence. By whom have these quotations been translated? — These translations were made on behalf of the North Wales Property Defence Association by a gentleman who will be guaranted by the Association to be sufficiently respectable, to have made truthful translations.

22,790. Will you supply the name of the gentleman who guarantees that these are accurate and faithful translations?—Mr. George Owen will guarantee it.

22,791. Mr. George Owen is the guarantor that these are proper translations?—Mr. George Owen is the guarantor that these are proper translations.

22,792. And these are the originals?—So far as I know.

Chairman.

Mr. Owen guarantees that these are the originals and that they are all there.

Mr. *George Owen:* There are two or three missing, my Lord.

Chairman.

Then I think those that are missing had better be left out.

Witness.

I do not know which are missing, but it is possible that there may be one or two from which I am going to read, which are not forthcoming at this moment, but which will be forthcoming.

Chairman.

But which you will pledge yourselves to produce?

Mr. *George Owen:* I will, my Lord.

Witness.

In the "Baner" of November 3rd, 1886, there are threats against the landlords if they support the Church; that is the subject of this quotation:—

"Neither can the landlords, at this time, afford to come between the farmers and the parsons in the present contest. The land

Witness—continued.

question is far from being in a satisfactory condition, and undoubtedly they will have need of every help that is within their reach to settle it satisfactorily. And we would advise them not to forget the relics of good feeling that subsists between many of them and their tenants by this unnecessary intermeddling. Let it be remembered that the first cry which was raised in Ireland was 'No tithe,' and then because of the meddlesome and molesting behaviour of the landowners was raised the shout 'No rent.' Circumstances in Wales are not greatly to be distinguished from what took place in Ireland, and if the latter shout should be raised in Wales they will have no one to blame but themselves."

The "Baner," November 24th, 1886.

"The battle of the Welsh nation against landlordism is beginning in earnest. The feeling of fairness and justice which the nation possesses has condemned the operation of the system long since; but now, need and poverty and misery have begun to put the verdict into operation. The days of soft and sweet words about the landlords, are quickly passing away. The farmers, the countrymen, and the villagers of Wales have been praising and showing respect to the landlords with their lips, whilst they knew in their hearts they were thus paying a discontented tribute to the devourers of the marrow of their bones.

* * * * *

"There has been a generation or two of Irish farmers trampled down by landlordism, hundreds of them and their families have been starved to death, and thousands have left their beloved land for America, with a curse in their hearts for the system that trod them down.

"The Welsh farmers are going through the same sufferings. But the farmers of Ireland awoke and they have bruised the head of Irish landlordism. They sought, as the Welsh farmers are seeking, for a reduction in their rents by humble petitions to their landlords; but the burden of the landlords' song is warning the farmers against forming themselves into associations. But united and determined associations won the battle in Ireland. This alone will win in Wales. One of the chief duties of these associations, and friends of the farmers, is to publish the villainous and horrible acts of landlordism, in particular crushing down families to poverty and wretchedness by exorbitant rents. In this manner the Irish reformers worked upon Mr. Gladstone and on the public conscience of Britain."

The "Baner," December 11th, 1886.

"We confess that the unfaithfulness of farmers to each other is a very exceptional thing in Ireland. More the pity, in Wales this is a common evil. In the 'Emerald Isle,' the landlord's oppression and 'boycotting' have wonderfully cemented the tenants together; at the same time there are a few examples to the

Witness—continued.

contrary even there, and the Tory papers make a great stir about them as independent and fearless people. Traitors and servile followers, rather like their Welsh brothers."

From the "Baner," December 22nd, 1886.

"The landlords ought particularly to beware of giving the slightest support to this measure."

Chairman.

22,793. What measure is that?—That measure was for transferring the tithe from the tenant to the landlord. The article continues:—

"Because if they do, if—to use the words of 'John Jones, Bryniau Iâl,' in one of his talented letters in the 'Baner'—they insist upon making themselves shields to the clergy, let them be informed that the fate of shields will be their lot. The country is determined to insist upon having the tithe from the parsons for the sake of having it to lighten their own burdens."

The "Baner," December 18th, 1886.

* * * * *

"The object of this, of course, will be to give timely notice to owners of land that it is at their peril they agree to the trick of the Ministry in letting themselves to be made shields between their tenants and the parsons, for the question that will arise then will be 'No rent' as well as 'No tithe.'"

The "Baner," July 13th, 1887.

"This week we will only suggest the two following changes:—1. That the scope of the league be enlarged. Now only the tithe is taken into account. But could not many other important questions connected with the land, and that too without relinquishing anything as to the tithe? We believe it can be done. If so, would it not be prudent henceforth to use this name and call it the Land League instead of the above?"

The "Baner," August 13th, 1887.

"Notes:—Of one thing we are quite certain. If the Church and Tory landlords were to leave their tenants alone, they would make short and unceremonious work of the tithe. The landlords are fools enough to shield the clergy. The effect of this will be to change, or rather to extend, the battlefield."

The "Baner," August 31st, 1887.

"They ought to have them for half their present rents. 'He that denies this, let him deny that the sun rises.' Also there is need for more unity amongst us as farmers. We ought to stand out for a general reduction in our farms. And if any 'Judas' happens to come to sight, he ought to be chased out of the country."

* * * * *

Witness—continued.

The "Baner," September 10th, 1887.

"It is not right for us to publish as much as is known regarding the intention of establishing the above league in Wales, and we had not thought of making known the intention at all, till the anti-tithe society at its yearly meeting had declared its opinion that it was advisable for it to extend its sphere, and take under its notice other questions besides the tithe, and take, besides that, a more appropriate name for its new position.

* * * * *

"After full and careful consideration, the following were unanimously agreed upon:—

"I. That it would be wise to change the name of the association, and henceforth call it 'The Welsh National League.'

"II. That the operations of the association should be extended so as to take in the following:—(*a*) the tithe; (*b*) the disestablishment and disendowment of the Church of England in Wales; (*c*) all the important questions connected with land.

* * * * *

"Allow us to state that the movement would have taken place some months ago, except that the leaders of the movement in the Vale of Clwyd were desirous of seeing if some other towns were not ready to take the responsibility. It was expected that Carnarvon or Aberystwyth or some other large town would have taken the lead, and the Liberals of these districts would have given every possible support and assistance to the League, wherever it made its home. But since there appeared no such sign it was determined to undertake the work in these districts, since it is high time to begin operations.

"We will now leave the question by saying this: If the above proposals are approved of, the association will appear in a new guise, and be much stronger, and will be known by the name of 'The Welsh National League.' We believe it will receive the warm support of the nation everywhere."

From the "Baner," October 12th, 1887.

"In a report of the Aberystwyth Liberal Conference, Dr. Pan Jones, of Mostyn, in proposing a resolution (which was passed unanimously) that reform of the Welsh Land Laws was necessary, said that no reform would be sufficient, unless it put a stop for ever to the oppressive power now exercised by the landowners. The landowners claimed all things in heaven and earth. The landlord system was insufferable in the extreme, as it made the tenant bow down before a trinity of robbers—the landowners, the agents, and the clergy. The blackest spot on the history of the country was the conduct of the landowners."

The "Baner," October 26th, 1887.

"Allow a word to be said by one who would like to see all your fetters shattered, and to see you in the possession of all your rights. I am

Witness—continued.

afraid that many of you are quite content to remain in deep ignorance of the important questions which bear the closest relation to your comforts and your prosperity. In other words, I am afraid that many of you do not see or read the newspapers which advocate your rights. I do not say this at a venture, but from knowledge. There are three national newspapers in the Welsh language which serve you with praiseworthy fidelity, namely, the 'Baner,' 'Herald,' and 'Genedl'; and several Nonconformist newspapers, as the 'Goleuad,' 'Tyst a'r Dydd,' do the same. And yet—which is almost incomprehensive to me—I know many of you into whose houses not as much as one of these faithful servants is received one day in a year. You complain of your burdens and sigh for release from them, but yet ignore those who are doing their best for your deliverance. Is that kind of you? Is it fair? Their price is not in the way, because the highest of them is only twopence a week—the price of a half pint or half an ounce of tobacco. Believe me, it is you that lose by it. It would not be so much in my sight to see the circulation of the newspapers of the Principality increasing, as it would to see you as a class increasing in knowledge of the great questions now before the country, and which are so closely connected with your future. You will see what my object in this letter is. I admit that I cannot reach the eye nor the ear of the careless by it; but I trust to be able to increase the zeal of those under whose notice this will come, to move others to follow their examples, because it is indispensable that there should not be one farmhouse throughout the whole of Wales into which one newspaper or other is not received and read.—I am, &c.

"HORACE."

[The above letter was reprinted in the "Baner" for October 29th, 1887.]

The "Baner," November 2nd, 1887.

"*Re* Horace and Welsh Farmers.

"Will the letter of the above correspondent in your last number have a good effect upon Welsh farmers? Indeed, it ought to have. It had a wonderful effect on me. I felt when I read it that it was the request of a man whose heart was bleeding on account of the distressed state of the agricultural classes, and who wish them (the farmers) to know that, and to recognise the labours of those who labour on their behalf, and exert themselves to remove the burdens which oppress them, and make them (the farmers) acquainted with the points discussed for them by societies and individuals. They can do this by reading the accounts of meetings which are published in our newspapers every week, as well as the strong articles published in their columns week after week. Six Welsh newspapers were named by Horace, which the Welsh farmers would do themselves a service by reading. Remember, friends, that the day of your deliverance is not far off, but before that, perhaps

Witness—continued.

some of you will be called upon to state your opinion on the position of things and the way in which you would like to see them settled, as was lately the case in connexion with the tithe inquiry. And such fools you would make of yourselves if you did not know the A B C of what you grumbled about. If you took "Horace's" advice and purchased one of the newspapers mentioned you would be enlightened on many subjects which are dark to you now.

"YSBRYD LLEWELYN."

The "Baner," November 2nd, 1887.

"Some of the Welsh landowners are about the best men who ever wore shoes. They are kind and affectionate, and have shown their sympathy with their poor tenants in a substantial way. But it is surprising how few of these there are. It is almost as difficult to get hold of a white rook in Wales, or a white elephant in Bengal, as it is to find a kind landlord. It is necessary for a man to walk scores of miles over hills and vales, through the wilderness and the forests, past many a village and hamlet, before he will see the cheerful face of one of these characters. A kind landlord! He is a lamb amongst wolves, a Liberal amongst Tories, a John Howard amongst slaveowners, a kind John amongst bums and scamps. A kind landlord! Let every child lisp his name, every maid sing his praises, every philanthropist declare his praise, and every bard make a crown of roses for him. The common idea of a landlord is a man who has the mouth of a hog, the teeth of a lion, the nails of a bear, the hoofs of an ass, the sting of a serpent, and the greed of the grave. The sailor knows well about the *sharks* of the sea, and the farmers know well the *sharks* of the land. The landowners of our country are, in general, cruel, unreasonable, unfeeling, and unpitying men. It does not matter to them who gets drowned so long as they are allowed to be in the lifeboat; it does not matter to them who suffer the mortal pangs of poverty and hunger, if they have plenty of luxuries. Many of them have been about the most presumptuous thieves that have ever breathed. When a man kills thousands of his fellow-men he is called a hero, and his praises are sung by the bells and trumpets of the kingdom, but when he kills one he has the privilege of shaking hands with the hangman and of feeling the rope rather tightly round his neck."

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From the "Baner" of December 21st, 1887 (this article deals with the formation of the Land Trade and Labour League):—"Formation "of Land Trade and Labour League. The "League of those oppressed by the Tithe has "determined to widen the sphere of its opera- "tions, and consequently it was thought better "to change its name as appears above. The "objects of the League are: (1) A more just "arrangement for determining the amount of "tithe; and to continue as before, to assist those

Witness—continued.

" oppressed by the tithe; (2) the disestablish-
" ment and disendowment of the Church of
" England in Wales, and the transfer of all its
" revenues to national purposes; (3) reform in
" laws relating to land, building leases, royalties
" on collieries and mines, &c., in the Game Laws,
" Fishing Laws, and in all other laws relating to
" land, that are not beneficial to the prosperity
" of the country and its inhabitants; (4) to
" elect Members of Parliament who understand
" the needs of the farmers, tradesmen, and
" workmen of the kingdom, and to get assistance
" from the National Treasury to support them.
" To carry out the objects of the League a large
" sum of money is necessary, and since the
" League considers the above questions of
" national importance, it appeals with every
" confidence to all who approve of its objects,
" and urgently requests contributions to its funds,
" which may be sent direct to the treasurer,
" Mr. Thomas Gee, of Denbigh, or they may be
" paid at any of the branches of the North and
" South Wales Bank, Limited, or the National
" Provincial Bank, Limited, from where they
" will be forwarded to the account of the
" treasurer of the League at Benbigh, and will
" be duly acknowledged. A copy of the con-
" stitution, rules, &c. of the League will be sent
" for 1½*d.* by the Financial Secretary." This appeal for subscriptions was made, as will be observed by the Commission, on December 21, 1887, and I have here a copy of the financial statement of the Land, Trade, and Labour League for 1887 and 1889, that is to say, 1889 as far down to the end of the month of June; and a perusal of this will show that the amount subscribed during that time, 1888 and 1889, amounted altogether to the total of £82 13*s.* 2*d.* If you examine the list further you will find that of this £82 13*s.* 2*d.*, £10 was promised by Mr. Gee, the editor of the "Baner," and £10 was promised by a Mr. G. W. Taylor, who was a gentleman from Australia, and was an intended candidate for one of the Liberal constituencies, so that that leaves altogether the sum of 62*l.* 13*s.* 2*d.*, contributed in all that time, to show the kind of interest that was taken in these writings of Mr. Gee. I put in the financial statement (*handed in*).

The "Baner," April 25th, 1888.

"How many landlords also are acting upon the same principle? The majority of them (*i.e.*, landlords) live in England, and the poor Welsh through the sweat of their brows, are collecting every halfpenny in the neighbourhood, for them to have the pleasure of spending them in England or on the continent. Remember that the above are facts and not groundless dreams, our country is in a truly serious state, and we ought to acknowledge gratefully the services of the Liberal Press and the 'Baner' particularly for bringing our cause before the world.

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Witness—continued.

The "Baner," September 26th, 1888.

"And we should also have a new land measure instead of the present disgraceful oppression that is like a plague consuming the strength of our country. And instead of our farmers being like slaves, being compelled to give more than all their earnings to their landowners, and those living on delicacies, fatness, and splendour, in baronial palaces, quite regardless of the sweat on the face of the sons of toil, and the hard corns that are on the mighty hands of the children of the soil.

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The "Baner," September 26th, 1888.

"It is very little that I have read these last weeks on the Land League in the 'Baner.' Surely not too much can be written on the subject 'many a knock breaks the stone.' Quite true, but many a double knock is required to break the prejudice of the farmers and shopkeepers also about the League. They are as dull as moles. There are many of my brethren the farmers spending sixpence or ninepence for tobacco, but a penny or two for a newspaper they consider too much. Poor fellows! I know of some farmers they must have two, three, and four to buy the "Baner." They are capital smokers for all that, and all ending in smoke. But if a good newspaper was bought, such paper would bring some blessing with it both to them and their children. And we would have better hope for success to the League. The League is progressing in this neighbourhood, but not fast enough. Those who believe in it should induce others to join them. If what I have heard concerning some farmers is true, it is a great shame. Some run after a farm when the tenant has given notice in order to have a reduction. The Irish in their rags are better people than us, as true as bread is in a loaf. Shame to the grasshoppers, I say."

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The "Baner," October 10th, 1888.

"Secondly, the agricultural class of all classes read least newspapers. Perhaps the hard times, scarcity of money, and want of time have a deal to do in this matter. Our farmers will not spend a penny a week for a newspaper as they consider that waste, and it is looked upon as a penny given away for nothing! When many a penny is spent by the tin-workers and colliers of Glamorgan, Monmouth, and Carmarthen, and the quarrymen of Carnarvonshire and Merionethshire, and by the artizans of all kinds. But the poor farmer: he does not feel that he can spare a penny a week! Very few in comparison are received of any newspapers in the rural districts, to what could be and ought to be received."

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He continues to say:—"I believe the circulation of the two 'Baners' is great from the fact that their influence is so considerable. The

Witness—continued.

name of their able editor creates alarm through the foreign Church's camp and especially amongst its officers—the persons who get the fat of the tithe—getting hundreds and thousands annually for doing almost nothing. Thirdly, there is no class so unadventurous and cowardly as our farmers. They bear everything from the agents that on one else would do, so appropriare are those words of the prophet to the farmers of Wales, 'As sheep to the slaughter they were led, and as lambs in the presence of their shearers, dumb, so they open not their mouths.'"

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The "Baner," February 10th, 1889.

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"A great number of persons believed that the aristocracy was one of the essentials of life, and that if the aristocracy was lost, that peace also would be lost from the country, and life certainly become a failure. While people were consoling themselves with these reflections the sick was getting worse. *At that time a letter would be occasionally sent from the office of Dr. Gee, Dr. E. Pan Jones, and Dr. M. D. Jones—three old experienced doctors who have spent years in the study of aristocracy. In those letters they called the attention of the people to the state of the aristocracy in Wales. It was little notice their letters received for years.*

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The "Baner," October 12th, 1889.

There is a terrible feeling in the neighbourhood of Prion about P——. This farm is to let, and a good and respectable man applied for it, with a reduction in the previous rent, but while negotiation was proceeding another well-known man came forward and offered four pounds more than the previous rent for it. This latter is a prominent man in the parish, but it is considered an extremely shameful act to *raise* rent against a neighbour. One farmer the other night, regretted that this person was not in Ireland, that the Irish are more plucky than the Welsh when such foul play takes place."—This effusion is signed by "Humphrey the Poacher."

The "Baner," October 30th, 1889.

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"It is plain to every man who is possessed of any common sense, that if disestablishment and disendowment were obtained that it would lighten to some extent the demands that are upon the tenants. But many of the landowners must be too dull to see a thing so evident, and they are so foolish as to be led by their "tails" against their tenants—the men who are doing their best towards supporting them. The existence of an established church is at the root of all this. The established church is a greater curse in Wales than is known to anyone. Hence arises the coolness and disagreement between the landowners and the tenants these years. What is the reason but that, for widows and others in some counties getting notice to quit? And it is said that blacklegs from the neighbourhood have been so inhuman as to take their homes from above their heads. Many things of this kind are carried on these years. Boycotting from all directions is carried on, and not the farmers only are boycotted, but Nonconformists in general—tradesmen, artizans, and workmen of all kinds and degrees. There is nothing too low and inhuman for the Tories and parsons to do, in the way of boycotting the Dissenters and the Liberals. It appears that the landlords (English mostly) and the parsons have leagued together to stamp Dissent out of the country if they can. It may be supposed that the great sin of the Welsh, in the opinion of that class, is going to the chapels."

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In the "Baner" of November 20th 1889, is an article headed "To arms! To arms!!"—

"To arms! To arms!! is the cry heard from afar, and if there be any foundation for what is published these days as to the conduct of landowners and clergymen in Wales, no doubt this cry will get louder and louder continually until it resounds through the Principality and every other place where Dissenters are located. If it be found that circumstances call for the national newspapers of Wales to join in the shout 'To arms!' we believe the nation will rise as one man in obedience to the call and that all will be ready for the battle.

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And if the landowners and clergy are for boycotting care will be taken to pick up the glove at once, and fight the battle in earnest. There is mention made of behaving towards some as if towards leprosy; perhaps the Welsh can show the meaning of Mr. Gladstone's words when he refers to a people's right as to 'exclusive dealing'—to deal with whom they please."

I will now read another extract from a paper called "Y Celt," of February 27th, 1890: it is headed "The 'Baner' wavering.—Misleading with all breeze of learning." This article is written by Dr. E. Pan Jones, and is as follows:—

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"Probably no such wavering has been witnessed during the centuries of Christendom as took place in the history of the 'Baner' during the last ten years, and still during these years of inconsistency and instability, Mr. Gee will have us believe that its education on all subjects is like that of an infallible oracle and everybody was expected to say 'Abreck' before it.

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"Time, space, and words will not allow me to particularise on the wavering of the 'Baner' in its various connexions since the days of the American war, I shall merely confine myself to its wavering with its recent political leagues.

"1. Mr. Gee's League.—The first was the Denbighshire and Flintshire Farmers League, which was to bring the landlords into order, bring them to obey the law issued from Denbigh, and by fair promises he succeeded to en-

Witness—continued.

chant and entice many of the Vale of Clwyd farmers to the belief that he was *somebody*. That league was going to reduce rents, secure perpetual tenancy for farmers, and give them privileges compared with which the blessings of the Irish three F.'s were nothing better than childplay. These prospects were set forth in colours more brilliant than those of the rainbow. He describes those blessings as things, if not actually attained, were available at any time. The meetings of the league were held alternately at Denbigh, Rhyl, and Holywell, to which none were allowed admission, except simple and credulous farmers.

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"2. Mr. Gee's League.—This was called Land League. It was admitted that the first had failed, and must be removed to make room for the second.

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"3. Mr. Gee's League.—The Anti-tithe League. This league was not in the design at the beginning—this grew out of the failure of previous leagues, as D. Roberts says, and we would never have heard of this had the others succeeded.

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"4. Mr. Gee's League.—Farmers, Tradesmen, and Workmen's League. They began to feel that it was impossible to proceed without the masses. It was asked at the meetings at Denbigh and at Rhyl, whether the workmen were to have fixity of tenure as well as the farmers, that his house and garden were so important to the labourer as the farm is to the farmer, that the farmers by employing machines, and by cultivating less of their lands, are able to do with less workmen than formerly, and in their greed for more land, that they often push the workmen away, demolish their dwellings in order to have gardens to their tenements. No, nothing of the kind. In view of these things, I desire simply to ask Mr. Gee, or Mr. D. Roberts, who bears Mr. Gee's shields, what part or portion is there for tradesmen and workmen in the one or the other of the Denbigh Leagues? They are welcome to shout hurrah, to give their vote when an election comes, to buy the 'Baner,' and subscribe towards the expenses, but is there any tendency in one of the Denbigh Leagues to afford a remedy to any beside the farmers?

Thus Mr. Gee has been throughout the years, hatching on leagues, baptising and burying them. It is a pity to see the people, many of them poor, kept in ceaseless agitation until after wearing out their strength pecuniarily and temporarily, and by then behold the league vanishing like smoke under our hands, a new league again commencing, that again vanishing, and so on until the people are like sheep without a shepherd. Here they are now after ten years of wild goose chase, without having as much as a sparrow of blessing gained. The pockets of the people have got considerably lighter, but the 'Baner' has sold well, and very likely has a quiet conscience."

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Witness—continued.

The "Herald," May 17th, 1887.

"The ravens of Henry VIII. were not more wild for the land of the religious houses, than the farmers of North Wales are for every small farm they can snatch. Within less than a hundred miles of this place there are a number of landgrabbers who cannot be satisfied with land, and they do not half cultivate what they have got. Is there no way of boycotting these men?"

The "Genedl," September 29th, 1886.

"What can be done to arouse the heedlessness of our nation?"

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The "Genedl," December 8th, 1886.

"A few days ago the 'United Ireland,' a newspaper on the Irish side, published 'a new 'scheme for compelling the reduction of rents' and already this scheme has been successful beyond all expectation. We do not think any better or more effectual scheme has been ever contrived.

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"Having seen the success of this scheme in Ireland, we should not be surprised if it was adopted in Wales. In the present war against the tithe we should not wonder at all if the scheme came into general use. The only difficulty with regard to Wales is that the agricultural class have not been educated thoroughly enough in the affairs that combine with the profits, and it is with a good deal of difficulty that more than a very small number of farmers brave enough to plead for their rights, can be had. In a word, spiritless timid ones, ignorant, fearful—yes, and, worse than all, traitorous, are the very great number of them. If the farmers of Wales were more intelligent and more courageous, and above all, more like men and less like unconfiding pigmies, the question of the land and of the tithe in Wales would have been settled in a very short time."

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The "Genedl," November 9th, 1887.

"Is Wales loyal? It is not! And how can it be? We know that we would be ready to go side by side with the Englishman, Irishman, and the Scotchman to defend the country from foreign invasion. But we would be guilty of misrepresenting the true feeling of Wales if we said that we would do so from love of the Sovereign. Wales is not loyal in the sense of loving the Sovereign. The Welshman loves his country, but he cannot love the powers which prevent him from getting his liberty. What wonder is it that our great assemblies hoot the National Anthem when some Englishman or some worshipper of the English tries to commence it in our meetings. What wonder is it that a meeting in Portdinorwic last week sang 'The old land of my Fathers' when a curate commenced to sing 'God save the Queen?'

Witness—continued.

What wonder is it that in Wales the 'March of the men of Harlech' is sung a thousand times, for every time the 'Rule, Britannia,' is sung. It is not wonderful at all. What is wonderful is that the country is at this time so quiet and undisturbed."

The "Genedl," December 28th, 1887.

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"Suppose the farmers of every county formed associations in convenient places, similar to the club lately established in Bryngwran, Anglesey; that these associations elected a committee of experienced and able gentlemen of the highest character, like the committee recently appointed at Llangefni; and that this committee should value every farm, the rent of which is thought to be too high. After that, the tenant is to give up the holding, unless his landlord will let him have it, for what the committee consider to be its value. If any holding is given up on the advice of the committee, every farmer in the county should bind himself that he will not apply for it, and that he will consider any man who applies as an enemy. That is, that every farmer in the county should bind himself to 'boycott' anyone who applies for a holding, which has been given up, because its rent was too high, according to the honest opinion of a committee composed of the most acceptable gentlemen in the country. Do you not think, Mr. Editor, that if they did this their sorrow would be turned to joy, and that servile followers would become honest men? That they would adopt this or some similar method soon is the wish of Bryngwron.'"

The "Genedl," May 2nd, 1888.

"The two deadly curses of Wales at this time are landowners and titheowners.

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"The landowners, I set down as the curse of our country, are those who measure their acres by the thousand, weigh their gold by the ton, and carry away the resources of Wales to spend them in foreign countries."

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I will now read an article from "Y Celt," 27th February 1885. I must explain this to the Commission, that this article was written in consequence of two men in the late Lord Penrhyn's employment, quarry men, having been convicted of an assault upon an old policeman and an old river-watcher. The assault was of such a nature that it was described by Mr. Louis, their solicitor at the trial as a "most dastardly offence." The report of the trial will be found in the "North Wales Chronicle," of December 27, 1884. Mr. Louis appeared on behalf of the prisoners. They were discharged from their employment, and the late Lord Penrhyn gave them notice to quit cottages in which they had hitherto resided; upon which the article which I am about to read appeared in "Y Celt," of 27th February 1885:—

Witness—continued.

"Here is landlordism with a vengeance. Libel action brought against Dr. Pan Jones, who had to pay, *but absconded to America before trial came on.*

"I would scarcely have supposed that the Bethesda quarrymen were sufficient cowards to let the landlord from Penrhyn play his barbarous tricks with two of his tenants. We shall expect them on all accounts to call public attention to such oppression and extremely despotic boycottism. Here is landlordism with a vengeance. Here it is at all times in principle, but in this circumstance it appears in its colour. My lord should thank that he does not live in Ireland. The Irish, fairplay to them, are able to settle such points as these with much facility, and there is but little doubt in my mind, but that they will before long succeed in teaching the Welsh the same lessons. And with reference to the two houses from which the two transgressors were turned, we could easily look at them being beaten into ashes, and remaining with no one even to repair them, and I trust that every Welshman will look upon them in future, until the dawning of the resurrection, as void places under the curse of God. And if there be any Welshman whose humanity is so degraded as to take one of the two houses to live in, let the inhabitants of Bethesda be manly enough to take away from such, that they receive him not into their houses, neither bid him God-speed. Before the workmen can fight effectually with the lords, they must be faithful to each other.

"Let the case be laid before one of the Members of Parliament, Mr. Rathbone, and let him call the attention of the Senate to the occurrence, so that it may bring shame to the lord's face. If Mr. Rathbone will not do that, remember, there are those who will do so, and that without any demur."

That is signed "E. Pan Jones."

22,794. Was that the gentleman's real name?—"E. Pan Jones," I must explain, is the Reverend Dr. Pan Jones.

22,795. He signed this article?—He signed this article. Before writing this article a prosecution for libel was instituted against him, and the trial came on at Chester. Dr. Pan Jones, as was explained by his counsel, had found it convenient to be in America; he had gone to America, and was not to be seen till after the trial. He was found guilty of having published a libel, and, although the damages which were given were small, because the jury were of opinion that no material damage had been done by this libel to Lord Penrhyn, the costs, I believe, were considerable, and the result of that action, I think you will see perhaps explained in one of the articles which I am going to quote by-and-bye.

Mr. Grove.

22,796. Lord Penrhyn being the prosecutor?—The late Lord Penrhyn who was libelled. In the "Baner" of the 30th November 1887,

Witness—continued.

appears an article headed "To the landowners of Wales," which is as follows:—

"Gentlemen,—It is known that some of you are excellent people, possessing sense, feeling, and principle. You sympathise with your oppressed tenants in their trouble, and behave towards them as masters ought. Your names will be respected for generations, and your kindness will be remembered when your tabernacles of earth will have mixed with the soil of the valley. You are an honour to Wales, and philanthropists of the right sort. May the sun of Providence smile on your steps, and may the birds warble over your graves. But remember this, that the *best* of you is only what he ought to be.

"But the greater part of you do not possess either sense, sympathy, or conscience. As a rule, the landowners of our country are the most unreasonable and cruel men that ever wore hats. Compared to some of you, the old slave masters of the Southern States of America would be gentlemen of first class. But there—they and their whips have gone to perdition, and if many of you had gone after them, not even so much as a sparrow would utter a groan."

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From "Y Celt," which was Dr. Pan Jones's paper, on June 13th, 1891, I take this extract which appears in the Notices to Correspondents: "Gwyddno:—If we publish your letter we will place you and ourselves in the dangers of libel law. The Tories in these districts have men appointed to look over the Welsh newspapers in search of a chance to bring them before court a of law. This is one of the weapons they use in these days to prevent freedom of opinion. The ballot has taken the thread off the screwing, the threatening, the boycotting, and now the refusal of a farm, a house, or place to all who are not Churchmen and Tories is their plan."

It will be noticed by the Commission that, with the exception of the quotation from "Y Celt" of June 13th, 1891, which I have read, I have so far only dealt with extracts of not later date than 1888, but I could give proofs that the agitation versus landlords in Wales has of late years been conducted on much the same lines as in its earlier stages, but with, if anything, greater virulence and disregard of facts. I must now explain that in January 1892 a company was formed under the title of the "Welsh National Press Company," which assumed control over three long-established journals in Wales, namely, "Y Werin," "Y Genedl Gymreig," and the "North Wales Observer and Express." The articles of association were signed by Thomas E. Ellis, M.P. for Merionethshire, Samuel T. Evans, M.P. for Mid Glamorgan, Alfred Thomas, M.P. for East Glamorgan, William Abraham, M.P. for Rhondda Division, D. Lloyd George, M.P. for Carnarvon Boroughs, David Randell, M.P. for Gower, and Evan Rowland Jones (editor of the "Shipping World" and candidate for Carmarthen Boroughs). I may add

Witness—continued.

that Mr. Stuart Rendell, M.P., is a shareholder in this Company.

Chairman.

22,797. What is the date of this?—The date of the Articles of Association being signed, I take from this paper here, which is "The North Wales "Observer and Express," of Friday, May 19th, 1892, and has a leading article headed "The New Company," giving the names I have just quoted as having signed the Articles of Association. That the tone of the above-mentioned papers has not improved since the formation of the new company, and since the senators, whom I have just named, took special interest in that particular portion of the Welsh press, might easily be proved by a very few extracts, but of the scurrilous personalities which, for the purpose of creating ill-feeling against landlords, have been made use of in these journals since they became the property of the new company, I will say no more at present than that if I were to read the report of some of them to the Commission I feel sure that they would be pronounced to be as discreditable to journalism as they are false in their statements; and it is by means of misrepresentations of that description that the agitators have succeeded in raising the cry of "A Welsh Land Question." I will conclude with one more quotation taken from one of the papers, the property of this new company.

22,798. You have now got to 1893?—I am taking one of the very last issues of this paper to show, as I say, that the objects of the people who are pulling the strings of this agitation is not to ameliorate the condition of the farmer, so much as it is to bring about a revolution; at all events it will be a matter for consideration whether it amounts to a revolution in matters affecting the land and in matters affecting the well-being of the nation generally, I think I may say. I will now read a quotation from the "Observer and Express," of September 29th 1893.

"It is all very well talking about compensation for improvements, fixity of tenure, land courts, and so on, I say nothing against these things. At the same time, so long as there is private property in land, so long will there be tyranny and oppression. The evils of landlordism cannot be done away with, except by abolishing landlordism itself. To prevent a landlord from tyrannising is a task beyond the will of legislators, so I say if you want to make your farmers truly and really independent, you must nationalise the land."

With regard to the quotation from "The Herald" of June 5th, 1888, I did not think it worth while troubling the Commission with it, and I may remark that the only point of it really was, that it was dated one year after the book that was written by "Adfyfyr." "Adfyfyr" wrote a book reflecting upon the conduct of landlords in Wales, and that was written one year, as you will see from the printed matter before the Commission, prior to his asking for information on the sub-

Witness—continued.

jects about which he had written the year before. In conclusion, I wish to protest most emphatically before this Commission against the insult which was offered to the memory of my father by Mr. T. E. Ellis, M.P., for Merioneth, at the sitting at Bala on October 6th, when he said that "The "action of the late Lord Penrhyn" (with regard to certain enclosures) "could only be described as infamous"; and I venture to submit to the Commission that when the true facts of the case concerning these enclosures are made known, it will be found that the late Lord Penrhyn had no more to do with the sending of police into the locality of the enclosures, than any other magistrate had, as the order for police protection was not made by the Lord Lieutenant or any other single individual, but by the magistrates for Carnarvonshire collectively assembled at Quarter Sessions, and I feel assured that it will be the opinion of all right-minded persons that the attack of Mr. Ellis on one who devoted himself to doing good to the people of Wales, was unwarrantable and ill-judged. The assertion made by Mr. Ellis (in reply to Sir John Llewelyn) that "many of the Acts of "Parliament" (relating to enclosures) "were "smuggled through both Houses of Parliament "without the knowledge of the district," and that therefore by implication this particular Act might have been so smuggled through, is disposed of, so far as this case is concerned, by the heads of a memorandum in the handwriting of the late Lord Penrhyn, which I will now read. This is a memorandum which I found in his handwriting:—"The Annual Act of 1850 "recites that the Provisional Order for the "enclosure of Caerhun and Llanbedr y Cenin "was made in February 8, 1849, and it enacts "that the enclosure shall be proceeded with. "The final award of the Commissioners under "the 8 and 9 Victoria, chapter 118, was not "made until 1858, when, under that Act, it "became binding as law. So that those parties "who objected had from the year 1849 to "the year 1858, in which to urge their objec-"tions or claims." As to other facts connected with this matter, Mr. Beaver Roberts, who was concerned with the business of the enclosure awards, and who is also a magistrate for Carnarvonshire, will give the necessary rebutting evidence to the statements of Mr. T. E. Ellis.

See 16,915–7, 17,083–9, 23,015.

See 23,021.

Chairman.

22,799. That is as regards the enclosure of commons?—That is as regards the enclosure which was spoken of by Mr. T. E. Ellis in his speech in the House of Common, and a reference to which was made at Bala the other day in his evidence, and repeated by him there. I think there was some reference to it in the House of Commons. He stated that my father had used his power as chairman of Quarter Sessions, and I believe Mr. Ellis has receded from that position, and he speaks of having used his powers as Lord Lieutenant.

22,800. We are very much obliged to you, my Lord, and we express our thanks to you for

Chairman—continued.

giving such full evidence about your own properties. I think I have only one or two questions to ask you, Lord Penrhyn, upon this statement. The association came into existence in 1886?—The first meeting, I believe, was actually held in December 1886.

22,801. You are not at liberty to give us the names of the Committee, nor a list of the members?—I do not know whether it is necessary to hand in the full list of the members or subscribers to the association. I should hardly like to do so without asking their permission.

22,802. Would there be any objection to that?—I do not know whether there would.

22,803. May I ask why there should be any objection?—I myself should have no objection to my name being known, and I know a great many would not. I do not know that any of them would have any objection, but at the same time I do not like to hand in their names without having consulted them.

22,804. Might I ask, if you will be good enough to ask the members of your association to give us their names—whether they have any objection to publishing a list of the members of the association?—I have no objection to doing that.

22,805. The association, on the 27th April 1892, considered that the time had arrived for the appointment of a Royal Commission to inquire into the relations between landlords and tenants?—Yes.

22,806. Then was a petition sent up to the Government of the day, asking for the appointment of such a Royal Commission?—There was a request, I do not know whether it was in the form of a petition or not. I do not recollect any petition being sent up.

22,807. But a request was made?—A request was made to the Government of the day, and the reply of the Government of the day to that request was, that they did not think that there was sufficient reason for granting such a commission.

22,808. The resolution which was passed, which you have been good enough to read to us, said this Royal Commission was necessary "in con-"sequence of grave charges brought forward in "Parliament and in the Press against land-"lords"?—Yes.

22,809. Was there any other reason, in the opinion of the association, why a Royal Commission might be necessary?—The object of having a commission appointed was to have the case of the landlords laid thoroughly before the public, and to be able to refute the stories that have been told about them for so many years; we wanted to have the truth told.

22,810. That was not the real reason why they considered a Royal Commission to be necessary, they thought there might be other reasons as well?—I do not know that there were other reasons for asking for a commission; the main object of asking for a commission was that the landlords might have an opportunity of showing, that they were not what they have been painted.

Chairman—continued.

22,811. Were you, as chairman of the association at that time, perfectly satisfied with the state of the law with regard to compensation to be given to the tenants, in the case of their having to leave their farms, or in the event of estates being sold?—There was nothing whatever to call for any separate legislation for Wales, in what had come under my notice. There may be instances of hardship; there may be bad landlords in Wales, of course, as there are in England and elsewhere, and their tenants may suffer. But that was no reason, to my mind, why there should be any separate Act of legislation for Wales in the matter of land.

22,812. That I quite understand—in your own personal capacity?—I think, I may say, that that was the opinion of the members of the association.

22,813. May I take it from you, speaking for association, that the association did not consider that there was any necessity for any change in the law with regard to compensation for tenants, on the occasion of their having to leave their farms, or in the event of farms being sold by public auction?—Certainly that there was no occasion for any legal interference in the matter of compensation; if there was any necessity for compensation, it might be a matter for adjustment between landlord and tenant.

22,814. That it was simply a matter of adjustment between landlord and tenant?—Simply a matter of adjustment between landlord and tenant.

22,815. And they were satisfied with the present condition of things?—We were satisfied that there was nothing calling for special legislation.

Lord *Kenyon.*

22,816. I take it you consider, having regard to your knowledge of landlords, that they, as a rule in Wales, deal fairly and liberally with the tenants?—The majority of landlords in Wales — certainly in North Wales, as far as my inquiry is concerned—are kind to their tenants.

22,817. Would you say that some alteration, some improvement, in the Agricultural Holdings Act might be a good thing, as affecting the case of a bad landlord—admitted that there may be a bad landlord?—It would help me very much if the particular points to which you refer, could be indicated where improvement could be made. If any improvement could be made in the Agricultural Holdings Act for the benefit of the tenants, I should be very happy so long as it was equitable to support any such improvement.

22,818. What I had in my mind was what Lord Carrington said just now with regard to compensation to tenants on sales and on quitting holdings. We have heard of cases during our sittings certainly suggesting hardship in the case of sale or in the case of quitting a holding; and I was going to ask you whether you thought some amendment of the Act in that respect might be beneficial?—Any amendment that was

Lord *Kenyon*—continued.

consistent with justice to the landlord, as I said before, would certainly be supported by myself, and I have no doubt by every member of the association.

22,819. I see here that "it was agreed that "landlords should meet their tenants fairly and "liberally in the existing depression of busi- "ness"?—That is so.

22,820. And you think they can do that without being forced to do so by law?—That is my opinion.

22,821. What do you think would be the effect of there being what is commonly called a Land Court and rents being fixed?—Well, I think that in many cases the tenant would feel that he was not on the same footing as before with his landlord, which as far as my own property is concerned I should be very sorry to see disturbed. I think he would feel that a power had come between the landlord and himself, and of course if the Land Court fixed his rent he could not expect to have any abatements made in time of distress. There would be a legal rent fixed, and he could not look to the Land Court for the same sort of treatment, which he would expect and probably meet with at the hands of his landlord. Therefore, I think it would create an ill-feeling to some extent between landlord and tenant.

22,822. You think it would lead to a more hard-and-fast line being drawn?—I should be afraid of it.

22,823. Might I ask if the Landlords Property Defence Association represents the majority of acreage in North Wales?—If I might be allowed, I would refer that question to Mr. Owen.

Mr. *Geo. H. Owen.*

I should think it did.

Lord *Kenyon.*

You could not answer it off-hand.

Mr. *Geo. H. Owen.*

I have not calculated it in any way, but I should think it did.

Witness.

If that point is one of importance I think I shall be able to ascertain the exact acreage, which is represented by the Property Defence Association. That can be supplied to the Commission.

Lord *Kenyon.*

22,824. I think it is of importance because your evidence to-day shows what the intentions of the Landlord's Property Defence Association are with regard to their tenants?—Yes.

22,825. And I should like to know whether that represents the majority of the landowners in the principality?—The statistics on that point shall be supplied to the Commission.

Mr. *Griffiths.*

22,826. Are you prepared to say that no cases of hardship, by tenants not receiving adequate compensation for their improvements, have arisen?—I am not prepared to say anything of the sort, because the evidence before the Commission may prove something to the contrary. That I cannot say. I do not know in my own locality of any cases of hardship.

22,827. You consider, then, that in every case the tenants have really had compensation for all improvements that they have made?—I consider that a tenant should be compensated for all his improvements.

22,828. But you do not deny that there are many cases in the neighbourhood, where they have not had that compensation?—To my knowledge, I cannot say what cases there are where tenants have failed to receive compensation.

22,829. We have had many cases before us, where they have received no compensation, and other cases, in which they have received very inadequate compensation, though they have made permanent improvements?—Well, I hold that a tenant should receive compensation for his improvements.

22,830. As that is the case, how can you remedy that state of things without legislation?—It is possible, as was suggested by Lord Kenyon, that there might be some amendment of the Agricultural Holdings Act, which would bring about that result in a manner which would be fair to both parties.

22,831. There are cases of that kind. I know on large estates we have not much to complain of, but in many cases we have found that there is hardship?—I am glad to hear that expression, that in the large estates you have nothing much to complain of, because the large estate owners have been principally attacked by those who have been working this agitation.

Mr. *Griffiths.*

Quite so; we only want to get at the truth.

Mr. *Grove.*

22,832. Lord Kenyon has asked you as to acreage; I should like to ask you as to the number of landowners in the counties covered by your association. Is it possible for us to get at that at all?—Yes, that can be supplied; I think it can be supplied separately. The number of landowners, and the acreage which they represent, should be given certainly.

22,833. And then, how many landowners are there in your association?—In my association—the North Wales Property Defence Association—that is the only association.

22,834. Yes, how many landowners are there in that?—I cannot speak off-hand.

22,835. I am asking two questions. I want to know the number of landowners in the counties covered by your association on the one hand; then I want to know how many landowners there are in your association?—Well, those particulars could be got, I should think; I do not myself know, I cannot say. I could supply the number of the landowners in the association, but I do not see how I am to give them separately.

Mr. *Grove*—continued.

22,836. You can give us the approximate number possibly. We have had an analysis of the landowners in this county presented to us by Mr. Prichard, and he divided the landlords into two classes—Class A and Class B. He told us that there were about 15 in Class A in this county, and about 300 of Class B. Therefore, when you give us your evidence, is it not possible that a great many grievances may exist amongst the Class B landlords, that you would not be in any way acquainted with?—I think that with the opportunities of the Press those grievances would have been made known by the farmers. I do not believe in the grievances having been so very great as they now make out, because I think that they would have written to the papers; they would have found some means of making them known. Wales is a land where the people are particularly addicted to sending anonymous letters, and I think some information on the subject would have come to light, if the grievances had been as oppressive as they are made out to be. I do not deny that there may be grievances and hardships felt by some tenants.

22,837. Then, when you speak of your willingness to grant compensation for improvements, we may take it, I suppose, that all the members of your association are of the same mind?—I should say certainly that it would be their view.

22,838. With reference to your answer to Mr. Griffiths about a Land Court, would it not be quite possible for the landlord and tenant to always confer together, and try to make an arrangement, before they went to the Land Court as a Court of Appeal?—I think if the landlord and tenant were to meet and confer together, there would be no necessity for going to the Land Court.

22,839. Would not that do away partly with the objection to the Land Court?—You mean, if they met before.

22,840. Yes?—I think they could settle the matter amicably without any necessity for the law being enforced by the Land Court.

22,841. Yes, but if they could not succeed in doing that, what would you propose then?—I should like to see in that event some such improvement introduced into the Agricultural Holdings Act as would meet the difficulty, and avoid the necessity of having a Land Court set up.

22,842. I should like to ask one question about the circular handed in at Dolgelly. You state that it has not been issued in any way by your association?—No.

22,843. Is it not possible that some members of the association, or some of the committee when you were absent, might have approved of a circular of that kind?—The impression it has made upon me is, that it is a treacherous thing and that it is intended to prejudice the Welsh landowners and so on. I think myself it is a treacherous circular.

Mr. *Grove*—continued.

22,844. And that the Conservative Register that is mentioned there is not existing at all?—I know nothing of it; I never heard of it. I believe the whole thing to be an attempt to represent the association in an unfavourable light, by some enemy.

Professor *Rhŷs*.

22,845. I should like to call your attention to that last extract from the "Observer," I think it was in 1893. From the language of that, I should gather it was not a leading article?—It is not a leading article, but it occupies a very leading place in the paper, and it was written by a regular contributor to the paper.

22,846. Did he give his own name?—He writes under an anonymous signature, but he is a well-known man whose name could be forthcoming; he is a regular contributor, as I said, of the paper, apparently.

22,847. I see another extract here from the "Baner" in 1887 where a man gives the *nom de plume* of Horace?—Yes.

22,848. That is not from a leading article?—I do not know whether it is from a leading article or not, I cannot say. I have not read the "Baner" of that particular date, and I cannot say whether that was a leading article or not. I should think it was a letter addressed to the paper; but the paper at all events, is responsible for the letter which appeared in it.

22,849. That letter apparently is anonymous?—It was an anonymous letter, undoubtedly, but the paper is responsible for the letter which appeared in its columns.

22,850. That I can quite believe, but still you would make some distinction between anonymous correspondence and the leading articles in a paper?—I hold the editor of the paper responsible for what appears in its columns.

22,851. I have no doubt he is legally so, but still, we practically make a distinction between what is in a leading article and what there may be in anonymous correspondence?—That may be, but still there is the legal fact that the editor is responsible.

22,852. I think the distinction is one that is usually drawn, and what I wanted to arrive at was, what proportion of these extracts would be from anonymous correspondence and what would be leading articles or from leading articles?—I cannot say at this moment what proportion are written under anonymous signatures.

22,853. There is one extract, for instance, from the "Genedl" of September 29, 1886, and it runs thus:—"What can be done to arouse the heedlessness of our nation?" That is so short and so general that it may mean anything?—The article, I think, refers to the land question, and says, "What can be done to arouse" the people? The people were apparently not at all distressed by the land question.

22,854. But you see that that extract without some explanation, might mean anything. It is too short to explain itself?—I think if the article is read, it will be seen what it means.

Professor *Rhŷs*—continued.

Perhaps I had better, if I am allowed, read the whole of the article, and then it will be seen what is referred to. I only took the first line of it. That particular article is as follows:—"What can be done to arouse the heedlessness "of our nation? We ought to be very clear on "this point, because there are two courses that "can be taken, and the whole depends upon which "of the two is chosen One of the chief effects "of the subjection of our nation is the decay of "the national spirit, and of the nourishing of sel-"fishness in classes as well as in individuals, so "that by this time the majority do not think "about anything but their temporal and per-"sonal prosperity. The farmer, the tradesmen, "and the artizan rest contented, quiet, and "fearless if their own livelihood is safe; they "rest entirely without thought of the benefit "of the nation; they do not possess an 'ideal' "outside their narrow circle of self, nor are "they able to give any attention to national "aims, and consequently our nation is destitute "of that spirit and fervour which carries people "beyond selfishness, and causes every single "person to bend his own self will to the benefit "of the multitude. The consequence of the "destitution of this spirit is the seeking of "improvements in order to benefit classes, sel-"fishness which comes uppermost rather than "patriotism in all our agitations, which are "neither 'for evil nor for good.'" So that it admits or rather complains that the farmer, the tradesmen, and the artizan "rest contented and "quiet and fearless if their own livelihood is safe."

22,855. That was in 1886?—That is September 29, 1886.

22,856. Do you recollect in what years the tithe agitation was at its height in North Wales?—That was prior to the land agitation.

22,857. There were several riots in different parts of North Wales, and soldiers were brought down, who, I think, assisted in collecting the tithes. That would be about how long ago?—I am advised, that the dates lay between 1887 and 1890 when those riots occurred.

22,858. Your extracts, I notice, more than half of them belong to the years 1886 and 1887?—Yes.

22,859. But there would be a great deal of agitation and bad feeling on account of the tithes in those years?—No doubt there was a bad feeling on account of the tithes. The anti-tithe feeling was strong in many parts of Wales I know, and I have no doubt there was bad feeling on that account; but those people who were conducting the anti-tithe movement, as is proved by those extracts which I have read, thought it better to enlarge their anti-tithe league which they had found, and to take in the land question as well.

22,860. Is that league, do you think, in existence now?—I am not aware.

22,861. But would you not think that the tithe difficulty and the irritation on both sides would account to some extent for the acerbity of some of these extracts that you have read to us? I

Professor *Rhŷs*—continued.

notice that more than half of all the extracts we have had belonged to 1886 and 1887?—I have only troubled the Commission with extracts which refer distinctly to the land and the landlords. Whether the ill-feeling—or strong feeling I will say, rather—which was aroused on the subject of the tithe would justify the very un-Christian-like expressions which are used towards landlords, I leave the Commission to decide.

22,862. I did not venture any opinion on that, but do you not think it would to some extent account for the bitterness of some of the public expressions?—I cannot at all account for the private views of the editors of these newspapers; I cannot say.

22,863. Even then, in 1887, with all this deep feeling, they make some exceptions. For instance, in this addressed "To the landowners of Wales," in the "Baner" of the 30th November 1887, the writer says, "It is known that some "of you are excellent people, possessing sense, "feeling, and principle. You sympathise with "your oppressed tenants in their trouble, and "behave towards them as masters ought?"—That is only intended to bring out the following paragraph in stronger relief.

22,864. You admit that there might be some landlords who do not act up to the standard of the best landlords—the landlords in what has been called Class A.?—Landlords in Wales, I take it upon the whole, are much like landlords in England and elsewhere.

22,865. I am not prepared with English instances, but I see that there are certain charges made against landlords in England; I notice it, in reading accounts in the public press of what is doing in the presence of another Royal Commission?—My contention is that the landlords in Wales, are not such as to call for any special act of legislation for Wales, to interfere between them and their tenants.

22,866. But I think you have just admitted that something wants to be done. You are not satisfied with the Agricultural Holdings Act for example?—If the Agricultural Holdings Act requires amending, it would apply with equal benefit to England as well as to Wales.

22,867. That is your view of that statute?—That is.

Sir *John Llewelyn.*

22,868. Are you able to form any opinion as to whether the larger or the smaller landlords let their land at most reasonable rents?—I cannot help seeing that the evidence goes to the effect that the larger properties have charged lower rents.

22,869. If the rents were fixed by some outside authority, would that tell most against the smaller landlords, then?—The smaller landlords, I should say, would not suffer so much in that point, because if now they charge higher rents than the larger landlords, the larger landlords probably would find that their rents were raised.

22,870. And what is your opinion as to the effect of such a change upon the outlay made on

Sir *John Llewelyn*—continued.

buildings; would that be as freely made as it is now?—I do not think so.

22,871. You think it would not be so?—I think not.

22,872. Have you any experience of the working of the Act in Ireland?—No.

22,873. Speaking of land nationalisation, do you consider that the State is capable of making a good landlord?—I do not see why the State should be any better landlord than any other landlord.

22,874. Do you remember a speech of Mr. Gladstone's upon that point?—On the subject of the nationalisation of the land?

22,875. Yes?—No, I do not.

22,876. If I remember rightly, he said that, in his opinion, the State was not capable of making a good landlord?—I should think it would be dangerous to centralise to that extent. There are evils arising from centralisation on every side, and the centralisation of everything in the matter of land, making the State the universal landlord, would, I think, be extremely dangerous.

22,877. I believe the experience of other countries is that the State is parting with the land to private individuals; do you know that?—I do not know.

22,878. In America and Australia, and so on?—I do not know.

Mr. *Richard Jones.*

22,879. When did this land agitation commence in Wales?—The land agitation in Wales has taken really a strongly developed form since the date of all those articles to which I referred.

22,880. 1886 or 1887?—1886 I think was about the time.

22,881. I suppose you admit the period from 1870 up to about 1881 or 1882, was a fairly prosperous period?—I do not know that I can fix the date, but about that time there was a period of prosperity. We never heard, at all events, of there being any great want of prosperity.

22,882. Since that time it has been a period, more or less, of distress generally?—Well, the distress in my part of Wales was not felt till the prices of stock came down very low. Really about two years ago was when the pinch was felt.

22,883. Did you make any abatements about 1883 or 1884?—That was before I came into possession of my property. I would rather refer that to Col. Sackville West.

Mr. *Richard Jones.*

Perhaps Col. Sackville West can tell us.

Col. *Sackville West.*

It is given in my evidence.

Witness.

Do you mean on my property or generally?

Mr. *Richard Jones.*

On your property. Can Col. Sackville West tell us, without referring to his evidence?

Col. *Sackville West.*

It was in 1886 that the first reduction was made—the first abatement.

Mr. *Richard Jones.*

22,884. Then, Lord Penrhyn, that was coincident with the starting of the land agitation?—Possibly.

22,885. Then does it not strike you that the circumstances of the farmers, had something to do with the starting of the land agitation?—Well, the farmers themselves did not take any leading part in the agitation.

22,886. Are you in a position to speak on that question with authority?—I am only speaking on the authority of these papers I have quoted. They themselves complain that the farmers do not take any part in it.

22,887. I have not seen those extracts?—If you read the evidence I have given, it goes very strongly to the point. The papers complain of the want of support of the farmers in these matters, and complain that they will not even spend a penny to buy one of their papers to enlighten them on these matters. One of them says "such fools you would make of yourselves "if you did not know the A.B.C. of what you "grumbled about." You will find all that set out in the extracts I have given, from the papers, which were edited by people, who were taking a leading part in the agitation.

22,888. But if there was not some foundation for the complaints, I do not think that writings of that kind would go down, would they?—To tell you the truth, I think that abuse of landlords has been found to be rather paying. It amuses people, and I think it is paying. That is really why a great many of these papers are written—with the object of bringing money into the pockets of the newspaper proprietors. Abuse of landlords is very popular.

22,889. That is only a matter of opinion on your part?—Yes; I can only give my opinion.

22,890. I think Colonel Sackville West told us the other day that you have made a reduction of 25 per cent., that is so, is it not?—Yes, I have lately. Circumstances have seemed to me to require it.

22,891. We have had evidence submitted to us, to the effect that in some cases there were no abatements, and that abatements are not even made at the present time. Do you not think there is some foundation for complaints in cases of that kind where old rents are exacted in such depressed times?—I think those tenants who have not received abatements have a very good reason for complaining, unless their rents were so low as to put them on a footing with the others who received abatements. There may be difference of circumstances.

22,892. There may be proper complaints in cases of that kind?—I think, if a man saw his neighbour receiving an abatement, and he himself, whose rent was upon the same scale, did not receive an abatement, he would have a very reasonable ground for grumbling.

Mr. *Richard Jones*—continued.

22,893. Mr. Pritchard classified the landlords of Anglesey into Class A and Class B the other day, and he told us that there were from 200 to 300 in Class B, those who exacted much higher rents than those in Class A. So we may take it from that, that a great many of the tenant farmers in Anglesey have very good grounds for complaint?—If those facts have been proved, undoubtedly there must be, from what you tell me, some farmers in Wales who have not been treated as liberally as others.

22,894. Is there any incitement to outrages in any of the extracts which you have cited?—I think the one of Dr. Pan Jones decidedly points to outrage. I think these words an incitement to outrage:—"My Lord should thank that he "does not live in Ireland. The Irish, fairplay "to them, are able to settle such points as these "with much facility, and there is but little "doubt in my mind but that they will before "long succeed in teaching the Welsh the same "lessons. And with reference to the two "houses from which the two transgressors were "turned, we could easily look at them being "beaten into ashes, and remaining with no one "even to repair them, and I trust that every "Welshman will look upon them in future, "until the dawning of the resurrection, as void "places under the curse of God." I think that such a passage as that distinctly suggest outrage. There are other extracts I have read which point to boycotting, and that is contrary to law.

Professor *Rhŷs.*

22,895. There was a conviction in that case?—There was a conviction.

22,896. It was for assault, was it not?—No. The two men about whom this article was written were convicted of an assault, and they were punished by the local magistrates, whereupon this paper took up their cause, and wrote an article which resulted in the editor of the "Celt" himself, being brought up for libel.

22,897. This had nothing then directly to do with the question of the land?—He had nothing to do with the matter beyond writing. He took up the cause of this man in an article which he called "landlordism with a vengeance," and that resulted in his being found guilty of libelling the late Lord Penrhyn.

Mr. *Richard Jones.*

22,898. What amount of influence has Dr. Pan Jones in Wales?—That I am not prepared to say. He has, I believe, a very large chapel at Bethesda, near Bangor, and he is the leader certainly of, I suppose, one section of political nonconformity.

22,899. Is it the case that he has a chapel at Bethesda?—He has a chapel at Bethesda, near Bangor. I beg pardon; I was misinformed about that, or rather I should say it is a mis-

Mr. *Richard Jones*—continued.

understanding. I am rather deaf, and I misunderstood what was told me. I beg to withdraw that, it is a misstatement.

Professor *Rhŷs.*

22,900. You probably mean Mostyn?—It may be Mostyn. I have been altogether under a false impression on that point. I admit that mistake. I misheard something that was said to me upon the subject.

Mr. *Richard Jones.*

22,901. You have not told us yet. I am waiting for an answer to my question? What amount of influence has Dr. Pan Jones in Wales?—He has the influence which his newspaper, the "Celt" brings him. He was employed by the Land Nationalization Society, whatever that is, to go about lecturing in Wales, with a van.

22,902. With what measure of success?—The result of that I cannot say, but he misrepresented the landlords to the utmost of his ability; that is all I do know about it.

22,903. Possibly so, but we should like to know what kind of meetings he had, whether they were successful or not, whether he succeeded in making many converts?—That I cannot say.

Lord *Kenyon.*

22,904. With regard to what Mr. Richard Jones said about the landlords in Class A. and Class B., I may as well point out that Mr. Prichard in his evidence said that Class A. owned three-quarters of the land, and Class B. one-quarter; so that I presume the majority of the landlords of Anglesey would be fair landlords, and the majority of the acreage of Anglesey would be dealt fairly with?—I was not here and I do not know. I suppose the Class A. represents the best landlords.

22,905. In his evidence Mr. Prichard said Class A. represented the Tories and the Churchmen, and Class B. the Nonconformists?—I did not know what the A. and B. referred to. I thought A. referred to the best landlords possibly.

22,906. I understand he was a Nonconformist himself; whether he is now, or whether he is a Liberal or not, I do not know. I suppose you would contend, that the farmers might be supposed to know more about their own affairs than these newspapers, which they refused to take in?—Well, I should be very sorry to employ a farmer who did not.

22,907. I mean with regard to this agitation?—The agitators, as a rule, have nothing whatever to do with farming.

22,908. Mr. Jones thought that possibly there was some ground of complaint because it appeared in the newspapers. I take it, you consider that the farmers understood more about their own affairs than a paper, which they would not even pay a penny for?—There is nothing in any of the articles I have quoted which goes to show that it was a *bonâ fide* complaint of a farmer.

Lord *Kenyon*—continued.

Mr. *Richard Jones.*

22,909. Are you acquainted with the name of Michael Davitt?—I have heard the name of Michael Davitt, an Irishman, and a member of Parliament—or he was a member of Parliament.

22,910. He is a land reformer?—He has got very advanced views on many subjects, and I daresay land is included in them.

22,911. Do you know that he paid a visit to Wales in 1886?—I do not know that he did, but I heard that he did.

22,912. You do not know what was the measure of his success as an agitator in Wales?—I should think it was possible that he did not get on very well, because his not being acquainted with the language would militate very much against his chance of success in agitation.

Chairman.

22,913. I have several questions handed up by Mr. Vincent: "Is it not the fact that the "'Baner' is edited and owned by a Minister of "the Gospel"?—To the best of my belief, from what I have been told, the editor and owner of the "Baner" is the Rev. Thomas Gee, who is the chairman of the County Council of Denbighshire.

22,914. "Do you think the creation of a Land "Court would tend to diminish, if not destroy, "the personal interest of the landlord in his "property and in his tenantry"?—I think I have already answered that question.

22,915. Then I have several questions from Mr. Lloyd George which the Commissioners have read, and which they would ask you to be good enough to answer: "Are you aware of the dis-"tress prevalent amongst the farmers, and "whether it has existed for the last three "years"?—I am aware that there has been a pinch felt by the farmers; I do not know whether for three years, but during the last two years, at all events, there has been a pinch felt, and I have shown my sense of that knowledge by my abatements.

22,916. "Do you consider that landlords have "fairly participated in that distress with their "tenants"?—To the best of my belief the majority of them have.

22,917. "Speaking generally, have not prices "of all agricultural produce for the last three "years gone down over 30 per cent."?—I cannot say what the exact per-centage of diminution is.

22,918. "Have wages and other outgoings on a "farm not remained stationary during the same "period"?—I should fancy wages are much the same.

22,919. "Has not the fall in prices without a "corresponding reduction in outgoings been, that "the fund available for payment of rent has "been diminished by 75 per cent.?—I am not prepared to answer that question.

22,920. "If owing to the distress a farm had "been left on your own hands would you not

Chairman—continued.

" have to pay a bailiff for managing the farm " and also invest capital in stocking the farm "? —That is so, as a matter of course; that would be the natural result.

Sir *John Llewelyn.*

22,921. As a matter of fact, have you any farms thrown on your hands?—None.

Chairman.

22,922. " Do you not consider, that a deduction " ought to be allowed in favour of a tenant " farmer, of interest on capital sunk by him in " stocking and improving his farm, and of a " reasonable remuneration for managing the " farm, before the rent is fixed "?—I do not know that I follow that.

22,923. " If you dispute this proposal will you " maintain that a farmer ought not to be allowed " to make a subsistence wage out of his farm, " whether there is anything left for rent or " not "? I do not know whether Mr. George presses those two questions.

Mr. *Lloyd George.*

I should like those questions put.

Chairman.

I think they answer themselves.

Mr. *Lloyd George.*

I should like to know what Lord Penrhyn's opinion is.

Chairman to Witness.

22,924. Can you give us an answer to that?—I do not know that I can give an answer offhand about it. I should like to consider such a question as that. I rather like considering a question of importance fully, before I give my answer upon it. I do not know what there may be in this exactly, at first sight I may not see what the point is.

22,925. I believe what Mr. George means is, ought a farmer to be allowed to have enough to live on and pay his way, before he pays his rent? —Most certainly, I think that a landlord ought to take care that he does not have tenants who have not capital enough to work his farm with that object, and with that result. I think that no landlord should take a tenant who has not got capital enough to keep his farm so that he should have a profit out of it.

22,926. Then as to the second question?—That covers the second as well.

22,927. Mr. George wants to know, ought the farmer to be allowed to live out of a farm though there may be nothing left for rent? I understand that to mean that a landlord should ask for no rent at all if the farmer has not got enough to make his living on the farm?—I should think if the landlord was a prudent man he would reduce his rent in that case, rather than have no rent at all.

Chairman—continued.

Professor *Rhŷs.*

22,928. This I understand to be a case of reducing it to zero?—He would find a tenant with more capital if he thought the farm was capable of standing it. It is want of capital on the part of the farmer; it appears to me that would lead to that condition of things.

Chairman.

" Having regard to the fall in prices, what " would you consider a fair abatement to make " in rents, which prior to that fall, might be " reckoned to be reasonable?" These questions Mr. George, are so involved that if you could put them a little more clearly it would be a great convenience to the Commissioners and to the witness too. They are almost like problems in Euclid.

Lord *Kenyon.*

Mr. Lloyd George has been two or three hours preparing the questions, and expects Lord Penrhyn to answer them in one minute.

Chairman.

22,929. I think I had better put the questions and then you will answer them if you can, that will be the best way. " Having regard to the fall in prices "?—May I interpose for one moment and express the hope that it will be understood that the questions are such, that you, my Lord, find it difficult to put them so as to make their meaning clear.

22,930. Well, some of them are very involved; " Having regard to the fall in prices, what would " you consider a fair abatement to make in rents " which, prior to that fall, might be reckoned " to be reasonable "?—I cannot say, it would be a matter of consideration. I would rather refer to my agent, Colonel Sackville West, who would be better able to form an opinion on that matter.

Lord *Kenyon.*

22,931. It would be some sliding scale probably?—I cannot undertake to say myself what the proportion should be.

Chairman.

" Whether all the Welsh landowners have " made such abatements steadily during the " whole period of the depression." I do not know what is meant by " such abatements "?

Mr. *Lloyd George.*

Reasonable abatements.

Chairman.

22,932. Do you think the Welsh landowners have made reasonable abatements?—I think the majority of the landowners in Wales have made abatements.

Chairman—continued.

22,933. "Are you not aware that several land-"owners in Wales have either declined to make "any abatement at all or have made inadequate "abatements"?—I am not aware of any such thing.

Lord *Kenyon.*

22,934. Is it not the fact that some people object to an abatement on principle?—They may prefer making reductions perhaps.

22,935. Lord Stanley the other day, said that he objected to an abatement on principle, as being wrong, and he made reductions?—They may do so, but I do not know of such cases. No such cases have come under my notice.

Chairman.

22,936. "Whether the landowners who failed "to make reasonable abatements are not, gene-"rally speaking, those whose rents are high"?—I cannot say from my own knowledge.

22,937. "Whether you do not consider such "landowners much more responsible for agrarian "discontent than violent newspaper articles"?—No. I maintain that the newspaper articles have done more to create a sense of—I cannot say even that there is ill-feeling between landlord and tenant; there is no ill-feeling in Wales—but have stirred up the agitation, I will say—and are the sole cause of the agitation.

22,938. "Whether you have ever publicly con-"demned them"; that is, the landlords, I suppose?

Mr. *Lloyd George.*

The landlords who refused to make abatements.

Chairman.

22,939. "Have you publicly condemned the "landlords who have failed to make reasonable "abatements"?—I have myself, it seems perhaps egotistical to say, set an example, and I have done my best to show that I thought the tenants' difficulties ought to be recognised.

22,940. "Has the Property Defence Association sent a formal manifesto to its members to make rent abatements"—It certainly has not done so, but you will see in the circular which was put in regarding the object of the association, that one of the objects was to meet the tenants' difficulties in a kindly manner.

22,941. "Whether the protection of tenant "farmers from harsh treatment by bad land-"lords, is amongst the objects of the associa-"tion"?—All the tendency of the association is to maintain good feeling between landlords and tenants by all means in its power.

22,942. "Is it amongst its objects to bring its "combined influence to bear against cases of "rack-renting, unjust evictions, and forfeiture of "tenants' improvements"?—If I may quote the Duke of Argyll upon the question of rack-rents, I believe there is no such thing as a rack-rent in the sense of an unjust rent. Rack-rent as put now would to me seem to imply a rent such as that which puts the tenant to the greatest possible difficulty; in fact, almost torments him by having to pay it, but the term "rack-rent," I believe, means only the real rent. It is a misapplication of terms altogether.

22,943. I suppose we may say excessive rent? Is that one of the objects of your association?—As I said before, I can answer it in those words, that the object of the association is, by all possible means in its power, to maintain good feeling between landlord and tenant.

Lord *Kenyon.*

22,944. The association, as I understand, does not interfere between landlord and tenant in the management of the property at all?—Not in the least.

Chairman.

22,945. "Do you consider the articles you have "read have anything to do with the agricultural "depression"?—Yes, they all bear upon land, those that I have quoted.

Lord *Kenyon.*

22,946. Agricultural depression?—Agricultural depression—no, I do not know that they have.

Chairman.

22,947. "Do you consider that the agricultural "depression has anything to do with the preva-"lent discontent"?—I think that the present low prices are, of course, a source of discontent in the farming world.

22,948. I do not know whether you will be able to answer this question: "How do you apportion "the disaffection between the agricultural de-"pression and the Welsh press"?—Oh, I would not undertake to do that.

22,949. "Is the article from the 'Observer' "referred to by you, a leading article or merely "a contribution from a correspondent?" I think you have answered that?—I have answered it. The article, which I read last, was in what is a prominent part in the paper. I have it here (*handing the newspaper*). It is under the heading "Sparks from the Anvil." It is a leading part of the paper. It is a weekly correspondent or a weekly contributor rather.

Professor *Rhŷs.*

22,950. It is a sort of comic contributor?—It is not burlesque altogether.

Chairman.

22,951. It is not a leading article?—It is not a leading article, but it is a weekly effusion in the paper.

22,952. It is a contribution?—It is a contribution on political and other subjects.

22,953. "Do you regard all schemes for "abolishing landlordism as revolutionary?"—

Chairman—continued.

For abolishing landlordism altogether, most certainly.

22,954. "Do you not consider that the Irish "land purchase proposals of the Tory Govern- "ment tend to abolish landlordism in Ireland?" —It is setting up another class of landlord. It is not abolishing landlordism altogether.

22,955. Would you therefore stigmatise such proposals as revolutionary?—It is not on all fours with the proposal to abolish landlordism altogether. It does not apply.

22,956. Here is a long question: "An anony- "mous letter appeared some time ago in the "'North Wales Chronicle' urging that Church "landlords should let their vacant farms to "Churchmen in preference to Nonconformist "applicants. Would Lord Penrhyn consider "the editor of the 'Chronicle' or himself as "part proprietor of it responsible for that "suggestion? If not, why should he hold the "editors of and shareholders in the Liberal "press responsible for the contributions of "anonymous correspondence?" Then a second question is, "Is not the correspondence columns "of the Welsh Liberal papers generally pre- "faced by a statement that the editor does not "hold himself responsible for the opinions "expressed by his correspondents?"—In reply to that, I would say that the editor of the "North Wales Chronicle" is in no way exempt from the penalties which attach to his infringement of the law of libel, and that if anything is inserted in his columns he has to take the consequences like anybody else.

22,957. Would the part proprietor of a paper be responsible?—I believe the editor is respon- sible. As Mr. Lloyd George has asked me so many questions, I was going to ask whether the Chairman would allow me to put a question to him, upon the subject of a speech in which he endeavoured to describe me as a landlord in the eyes——

22,958. If he wishes to go into the chair we will put him in, and then we will put any questions you like to hand up in writing through the Chairman. That is the invariable rule that we have adopted. We will just go through these questions now, and then you can put your question afterwards. I have now some questions by Mr. Owen Wynne:—"Are "not Dr. Pan Jones and Dr. Michael Jones, as "well as Dr. Gee, ministers of the Gospel and "Doctors of Divinity?" Can you answer that question?—I cannot say whether they are Doctors of Divinity, but they bear the prefix of "Reverend."

22,959. You cannot say whether they are Doctors of Divinity?—But they are "Reverend." They are ministers of religion.

22,960. I have now some questions by Mr. Ellis Jones Griffith. The first is disallowed, and I shall be obliged if questions of that sort are not sent up. "Do you say that landlords in Wales are popular"?—I say they are popular with the tenants.

Chairman—continued.

22,961. "If so, how do you reconcile this "opinion with the statement you have made "that 'abuse of landlords' is popular"?—My answer to the question was, I think they are popular with their tenants.

22,962. "You have referred to the Welsh M.P.'s "as shareholders in a newspaper company"?— I beg pardon. I referred to them as having signed the articles of association.

22,963. "Are you yourself a shareholder in any "and what Welsh newspapers"?—I am a shareholder in the "North Wales Chronicle" Company.

22,964. "Do you consider yourself responsible "for all that appears in the newspapers in which "you are financially interested"?—No, I hold the editor responsible.

22,965. "You have read extracts from the "'Herald Cymraeg, the 'Genedl Gymreig,' and "the 'Baner'; do you know that these three "papers exist on their own resources and depend "on their circulation"?—I do not know. I am not behind the scenes as regards those papers.

22,966. "Do you know that the 'Gwalia' is subsidized"?—The "Gwalia" is one of a group of papers which are worked under the title of the "North Wales Chronicle" Company.

22,967. "Do you say that you have never "contributed to subsidize the Tory press in "Wales"?—I have most undoubtedly assisted the Conservative press in Wales.

22,968. "Are the extracts which you have read, "invariably taken from the leading articles, or "are they taken from correspondence for which "the editor disclaims responsibility"?—Some are taken from leading articles, and some are taken presumably from letters written to those papers.

22,969. "Would you prefer that your tenants "should be Churchmen rather than Noncon- "formists"?—It is perfectly immaterial to me whether a man goes to church or chapel.

22,970. Other things being equal, would you "prefer a church and Tory applicant for a farm, "to an applicant who is a Nonconformist and "Liberal"?—I prefer a good honest farmer, and I do not take his creed into consideration at all; it never has been done.

22,971. "Are the politics and religious creed of "an applicant for a farm known to you or your "agent when a farm vacancy is filled"?—I would rather my agent answered that question.

Lord *Kenyon.*

22,972. First of all, are they known to you?— They are not. Well, I do not know at the time when an applicant makes his application; I am not aware, I mean, of the application having been made.

Chairman.

22,973. "Do you remember your keeper Thom- "son making a statement reflecting on the "conduct of a tenant named Wm. Pritchard, "of Minffordd Farm"?—I do not know what

Chairman—continued.

the statement was. I should like to be told what the statement was.

22,974. "At that time had you or your agent "promised to grant a site to Mr. Pritchard to "build a house on"?—I know nothing about it.

Lord *Kenyon.*

22,975. It all hinges on the statement made by Thompson, whatever that might be?—I do not know what the statement is which is referred to.

Chairman.

22,976. "Do you know that your keeper "Thompson, was in the habit some time ago of "bringing loads of rabbits in cars, and letting "them loose on a farm called Maes Ceirchdir"?—I never heard of anything of the sort, and I do not believe it. I am quite sure it would not be true.

22,977. "Are you now and were you at the "time of the Llyslew case, one of the trustees to "whom that farm belonged"?—I know nothing about it at all. Perhaps Colonel West can tell me the name of the farm. I never heard anything of the farm.

Lord *Kenyon.*

This is a different case. This has nothing to do with the keeper Thompson. It is about Llyslew, in this county.

Chairman.

22,978. This is about a Charity Commissioner's farm at Llyslew. Are you one of the trustees of the Bottwnog Grammar School?—I believe I was sort of *ex-officio* trustee for the Bottwnog Grammar School. I am not certain whether I was trustee, but it is possible I was.

22,979. "Have you received several letters in "reference to the tenancy of Llyslew from Mrs. "Parry"?—I have not received any letter, so far as I am aware.

22,980. The next question is, "Did you answer "any one of them?" Of course, you did not if you did not receive them?—No.

22,981. "Were you present at a meeting of the "trustees held at Carnarvon at which Mr. Hugh "Thomas, the then chairman of the Anglesea "County Council, and the late Mr. Elias Jones, "the then vice-chairman of the Anglesea County "Council, appeared on behalf of numerous "influential persons, to guarantee that if the "farm were let to Mrs. Parry, the rent would "be paid regularly and the farm cultivated "properly?"—No.

22,982. You were not present?—No.

22,983. Then I suppose you cannot answer this: "Do you say that the fact that Mrs. Parry is a "Nonconformist was unknown to the trustees?"—I know nothing about it.

22,984. "Has the Penrhyn estate enclosed any "part, and what part of the Bangor Mountain?"

Chairman—continued.

—I am not sure that it has enclosed any part of the Bangor Mountain. It certainly has not enclosed anything that it was not entitled to enclose.

22,985. "Has the Penrhyn estate closed up any "footpaths in the immediate vicinity of Ban-"gor?"—Colonel West can answer that question better than I can. There was some inquiry before the county council some time ago; a formal inquiry was made into the closing of footpaths all over the country, and evidence was taken on this subject, and it was handed in to the county council. I do not think there was any fault found with what had been done, I never heard of any.

22,986. "Do you say that no footpaths have "been enclosed on the Penrhyn estate?"?—If I might, I would refer that question to Colonel West.

22,987. "Are you aware that there has been "some dispute, or correspondence, or misunder-"standing with the inhabitants of Bangor, or "with anyone else, and whom, in respect of "paths closed by the Penrhyn estate near Ban-"gor?"—No, I am not; nothing of this sort has come before my notice.

22,988. Nothing of the sort?—Nothing of the sort about any closing of footpaths or any grievance concerned with it.

22,989. Now I have some questions by Mr. R. H. Williams: "You have said that a Land Court "would probably cause an increase of rents on "the larger estates. You, therefore, think that "the larger landowners would benefit by the "establishment of a Land Court?"—I think that they might possibly have higher rent, but I do not think they would benefit by it, because as I said before, it would break down the good feeling that would exist between landlords and tenants to a great extent. It would be far better to take the rents that they have now than to endanger that feeling.

22,990. Then Mr. R. H. Williams asks, "Will "you kindly name the gentleman who translated "the articles quoted?" I think that was handed to the Commissioners.

Mr. *George H. Owen.*

That was handed in.

Mr. *J. Owen Hughes.*

My Lord, if I may say so, I verified all those translations. I have not personally translated all of them; I have translated some of them, and all of them I have compared with the originals.

Chairman.

22,991. Will you answer this question, Lord Penrhyn: "Who is the gentleman who translated "the articles quoted?"—I cannot name him of my own knowledge, but for that purpose I

Chairman—continued.

refer to Mr. George Owen, if he likes to give the name.

Mr. *George H. Owen.*

They have been translated by different gentlemen, and I employed Mr. Hughes to verify the whole of them, and he has verified them.

Chairman.

Then he is responsible for the accuracy of them?

Mr. *George H. Owen.*

Yes.

Professor *Rhŷs.*

Then the answer to the question is "Mr. Hughes"?

Mr. *George H. Owen.*

Yes.

Chairman.

They have been verified by Mr. Hughes?

Mr. *George H. Owen.*

Verified by Mr. Hughes.

Chairman.

22,992. This is another question by Mr. Vincent: "You have been asked whether landlords purchased during the distress. Have you, after the expenses of the estate have been paid, received for your own use any part of the agricultural rental of your estate?"—I am afraid that of late years I have not. I have received a small portion.

22,993. This question is by Mr. D. Williams:—"Can you say whether the 'North Wales Chronicle' editorially disclaimed all sympathy with the letter referred to in Mr. Lloyd George's question?"—I do not exactly know what that refers to.

Lord *Kenyon.*

It was about landlords putting churchmen into farms.

Chairman.

22,994. It is the letter that appeared in the "North Wales Chronicle" urging that Church landlords should let vacant farms to Churchmen in preference to Nonconformists. Did the editor disclaim all sympathy with that letter?—I forget all about it; I am not aware that such a letter had appeared.

22,995. Another question by Mr. Vincent: "Is it not the fact that the 'North Wales Chronicle' pays its own way?"—It is a fact.

22,996. Then Mr. W. H. Jones asks, "Do you say you never attended a meeting of the Llyslew trustees at Carnarvon?"—Oh, I did attend a meeting there; I attended one meeting.

Mr. *Griffiths.*

22,997. I should like to ask you a question I asked an agricultural labourer yesterday. Do you think the agricultural labourers of the present day receive sufficient wages for them to live comfortably according to their position?—I believe the representative agricultural labourer's wage is very fair now; and it depends so very much upon what a man's ideas of comfort are. You know, some people require a piano in their room.

22,998. They are not all very easily satisfied?—They are not. Many labourers, I believe, do not live at all comfortably, but whether the wage that they get is inadequate to enable them to live comfortably I cannot say. I think the wages are high enough to enable them to live comfortably if they had more comforts provided for them. I think their houses are very wanting in the matter of accommodation.

22,999. In the next place, do you consider that the tenant farmer should also have his comforts and a little interest for his capital?—Of course, I think a farmer ought to look towards making his living comfortably out of his tenancy.

23,000. Do you think that present rents can be maintained after the tenant and the labourer have had these comforts?—I myself, am very anxious about the future, because I cannot see how things are going to improve, as long as we are face to face with foreign competition in the way in which we are now.

23,001. Then you hardly think that present rents can be maintained?—I think that in good seasons present rents can fairly be maintained—where the rents are fair.

23,002. The evidence we have had before us from the labourers and the farmers was, that the present rents could not be maintained. The labourers complained that he had not the comfort he required because the tenant farmer could not afford to lay out money in providing those comforts, such as rooms for the servants to go in the evenings to rest after the day's work was over?—I think rather, that is one of the evils that has not been eradicated from Wales—I mean, the want of attention which was paid to the agricultural labourer. The labouring man was left to shift for himself a great deal too much. He used to sleep anywhere, and it led to a great deal of mischief in many ways, and I think that more attention ought to have been paid long ago to the labourer in that respect.

23,003. Then would it not be fair for the tenants and the labourers as well as the landlord to have some court to settle those questions—some Court of Appeal?—If by your question, you mean a Land Court——

23,004. Some tribunal of appeal—a Land Court or anything else?—I think that if there are such cases of hardship as those which you describe, it would be for the good of the tenant and for the good of the labourer that the landlord should meet them, and discuss the matter with them. I do not think that a Court would do any good. I think that the whole question might be settled by the combined action and

Mr. *Griffiths*—continued.

opinion of the landlords in concert with their tenants.

23,005. We have had complaints not only that there is such a gulf between the labourer and the tenant, but that there is a much larger gulf between the tenant and the landlord, and that in consequence these matters cannot be settled. They all urge that there should be some tribunal to attend to?—As far as my own knowledge goes, I can only say that I cannot recognise that there is such a gulf as is complained of, between the landlords and the tenants.

Mr. *Griffiths.*

That is the evidence we have had brought before us.

Lord *Kenyon.*

23,006. In relation to that, you have, I suppose, seen reports of the evidence that has been laid before the Commission?—I have seen most. I have not read yesterday's proceedings.

23,007. As to your own district, I mean?—I have not read yesterday's, and I have not read the whole of the other evidence that was given in Anglesey.

23,008. But the evidence relating to your own district?—I have read the greater part of the evidence.

23,009. Do you consider that the tenant farmers, who appeared before us as witnesses, represented the larger portion of the farming population?—No.

23,010. You do not think they did?—No, I do not think they did.

Mr. *Richard Jones.*

23,011. Do you consider the Welsh tenant farmers industrious?—Yes. There are good ones and bad ones, but the good ones are the majority.

23,012. Generally speaking, are they more frugal in their habits than English tenant farmers?—I should say they were.

23,013. Do you know of any Welsh tenant farmers who ride to hounds?—Unfortunately there are no hounds in Carnarvonshire; I wish there were. I daresay they do—they used to—in Anglesey. I have one tenant certainly who is rather fond of having a ride across country when he gets a chance, one of my principal tenants; I can name him if you wish it. I am sure that if there were hounds in North Wales it would do a great deal of good; it would bring farmers and labourers together; that is the benefit of keeping up hounds.

23,014. I thought there was no good in bringing them together—that the relations were so very good already?—We meet upon business perhaps, but it would bring us together out-doors; we should have one common source of amusement, which would be good for all of us.

Professor *Rhŷs.*

A question has been put into my hands, which appears to be of a perfectly different character: "Whether you would be willing to grant leases for 21 years at the same yearly rents as at present paid by small farmers of from 5 to 10 acres in Llanllechid, the present rents being from 5*l.* to 10*l.* nearly."

The Commissioners conferred.

Chairman.

The Commissioners think that that is not a question that ought to be asked a landlord.

Professor *Rhŷs.*

It was a question put into my hands.

Witness.

I think the question requires notice.

Chairman.

Yes; it would require to be gone into carefully; you cannot answer a question like that offhand. We disallow the question.

The witness withdrew.

Mr. HUGH BEAVER ROBERTS called and examined.

Chairman.

See 16,915–7, 17,083–9, 22,798–9.

23,015. You want to rebut part of Mr. Ellis's statement, do you?—I do.

23,016. Will you kindly read it out?—I acted as solicitor to the landowners of the parishes of Caerhyn and Llanbedr y Cenin on the inclosure of the commons in those parishes. The inclosures were carried out by direction of the Inclosure Commissioners under the powers of the General Inclosure Acts. The late Lord Penrhyn—then Colonel Douglas-Pennant—was not at that time a landowner in either parish, and had nothing whatever to do with the applications for the inclosures,

Chairman—continued.

or with the subsequent proceedings. Before the formal completion of the proceedings, that is, before the awards were sealed by the Commissioners—he became possessed of land in the parish of Caerhyn through having purchased the Carnarvonshire property of the Marquis of Anglesey. The awards required the allottees to fence their allotments within a given time. The fences were pulled down as fast as they were put up, all the work done in the day time being destroyed at night. The local magistrates did their best to find out the perpetrators of the outrages, but were unable to do so, the local

Chairman—continued.

police being too few in number to be of any service. Under these circumstances the subject was brought before the magistrates at Quarter Sessions by the chairman, Lord Newborough, who was himself a landowner in both parishes. The chief constable, having explained that it was impossible for him out of the force under his command, to draught anything like a sufficient number of men into the district to put down the outrages, it was resolved to form the two parishes, and five other adjoining parishes, some of the inhabitants of which were supposed to be implicated, into a separate police district, and notice was given of a motion to be made to that effect at the following sessions. Previously to this, I believe an application had been made either by Sir Richard Bulkeley or by one of the local magistrates at his suggestion to the Home Secretary for advice and assistance. I am not aware that anything resulted from that application, beyond an intimation to the chairman of Quarter Sessions, that the Government grant in aid of the police rate would be withheld, until effective steps had been taken to uphold the law.

At the following sessions the outlying parishes appeared by their solicitors to protest against being included in the proposed separate district, and one of the solicitors stated that Mr. Hugh Davies Griffith (who was on the bench) was the chief obstacle to a peaceable settlement, as he had refused to agree to a voluntary rate to meet the expense of an extra police force (a course which had been suggested by the chairman), and had induced a few other owners to refuse also. Mr. Griffith (who resided in the parish of Caerhyn, and whose property in the two parishes was considerable—next in extent to that of Sir Richard Bulkeley) did not attempt to deny what had been stated, and justified his action upon the ground that the inclosures were illegal, and that the commoners were justified in pulling down the fences. The chairman then said that as they now knew with whom they had to deal, he would suggest that the parishes of Caerhyn and Llanbedr y Cenin alone should be formed into a separate police district, and a resolution to that effect was moved and carried unanimously. The assertion—may I say the infamous assertion——

23,017. Do I understand you to say that you complain of the conduct of Lord Penrhyn being described as "infamous"?—That is so.

Chairman—continued.

23,018. That is the reason why this rebutting evidence has been brought in, and yet the same word is brought into your statement. May I ask you, in the name of the Commissioners, to withdraw the word "infamous." I am very anxious that all this violent language should be omitted?—It was allowed in the case of Mr. Ellis.

23,019. Well, if you choose to make these strong statements, well and good. It is very much to be regretted that all these strong words should be used, but if you choose to use strong language pray do so?—I do not wish to use strong language.

23,020. If you choose to keep your strong language in, do so. Go on please?—Then, my Lord, I will leave this out if you think best.

23,021. Oh, no, I have nothing to do with it. It is entirely for yourself. Go on please?—"That the late Lord Penrhyn, as Lord Lieu-"tenant of the county, drafted a posse of police "into the district to intimidate the people who "resisted the enclosures, &c.," carries its refutation upon the face of it. A Lord Lieutenant has no more power over the county police than any other individual magistrate. As a matter of fact, the chief mover in the affair to whom the credit of having had the separate district formed, and the outrages put an end to, should be given, was Sir Richard Bulkeley, the value of whose property in the two parishes far exceeded that of any other landowner. The extent of Lord Penrhyn's property in the parish of Caerhyn was inconsiderable, and the value of the allotment awarded in respect of it, was probably less than the amount spent in fencing it. The assertion that many Inclosure Acts have been smuggled through both Houses of Parliament without the knowledge of the district is simply an assertion, and not a fact, that a public Act may be passed without the knowledge of persons who may afterwards be affected by it is known to many, but a private or local Act, such as an Inclosure Act, cannot be passed without the knowledge of all concerned. It is absolutely impossible.

Chairman.

Is there anybody here representing Mr. Ellis who in his name would withdraw the word "infamous" used in his evidence? Is there any friend of his in court? [*No answer was made.*] To the *Witness:* I do not think that we have any questions to ask you upon that.

The witness withdrew.

Mr. Lewis Hughes called and examined.

Chairman.

23,022. Will you kindly proceed with your evidence?—Yes.

Mr. *H. Beaver Roberts.*

May it be understood that I withdraw the word "infamous" if Mr. Ellis withdraws it?

Chairman.

23,023. You are out of the witness box and we cannot have all these irregularities. We are very glad to see anybody in the box, and to take his evidence, but we cannot have these informal conversations; that must be distinctly understood. When a gentleman is out of the box he has completed his evidence. If you want

Chairman—continued.

to say anything further we will recall you. (To the *Witness.*) What is your evidence?—I consider that auctioneering farms and homesteads fetch prohibitory prices and preclude the possibility of purchasers farming or letting their holdings on reasonable terms. The landlord's appraiser alone values. I consider that the auctioneer or the surveyor is not the best authority to value a farm. The tenant also should be represented. Valuers have a marked tendency and bias in favour of their clients. I will give you an instance of what I mean, with regard to the letting of tenements go by auction.

23,024. Are you going to give us the instance of Mr. Jones?—Yes, I am. A neighbour of mine, who was a tradesman by name of William Jones, of Caegyffolles, paid between 900*l.* and 1,000*l.* for his holding of nine acres. That was by auction. He paid down his own 200*l.* savings by way of deposit, and borrowed from 600*l.* to 700*l.* on mortgage. He and his wife died of a broken heart, and of his two children, the boy was reared in the "Clio" for four years.

23,025. That is the training ship?—Yes, that is the training ship. I got him there myself, and his little daughter is reared by her aunt in Warrington. The mortgage after his death was foreclosed, and the place was put up for sale and realised then 500*l.*, so that the mortgagee himself was not fully covered, and he now owns the place. I have done the same thing myself on a small holding of about 4¼ acres; 10 years ago I paid 560*l.* for it, although there was no house or buildings worthy of the name. That is the place I live in now, having built a home there. I consider that tenants should have the optional purchase of their holdings when offered for sale, as Lord Boston gives, and not through the risky chances of a public auction. It is all very well to tell a Welsh farmer that he shall have the first bid for his farm, because the last bid is the one that buys it, invariably. I am sorry also to believe that political feeling and jobbery, to some extent, run very high in Anglesey, and farmers screen their political convictions to the ballot box. Every canvass in every election that I have known during the last 20 years forboded a Tory majority, but every election proves Liberal. The farmers do not like, when asked, not to promise their votes, but they tell me and others that they cannot vote against their convictions, and that accounts for it. I may say that I myself, at the 1886 election I believe it was, was offered 50*l.* by two Conservative leaders for remaining simply silent during the election. A neighbour of mine in the first county council election, who was suspected of not voting correctly with his party and committee, in order to prove to the political agent of the estate, which the agent represented, that he had voted right, swore that he had burnt his eyes that morning, and he bandaged them up and went into the ballot box and voted through the election agent. Timidity alone caused him to do so, and five minutes later he was at the polling gates, a checking clerk, looking as well as any one of us. Another man, by name Mr. William Parry, of Rhosmanerch, and his family, supported my candidature at the first county council election. He also fought the rector for tithe abatement. The following year he was evicted, although the largest tenant on the estate for 40 years, and never once in arrears. The farm was let to a Conservative. The water supply of the western boundary of this farm (although badly supplied) was cut off and fenced out. The present tenant enjoys the full use and benefit of this water. Many of William Parry's cattle fell into the unfenced mining shafts on the farm, but he never received any compensation. Another neighbour of mine, by name William Jones, of Yr Erw, was turned off his holding in 1892, and the place was let to an ex-sailor and coal dealer, who never farmed an acre in his life. It is difficult to prove anything, but it looks suspiciously like it: he was my opponent's election agent and canvasser. The ostensible reason for the old tenant's eviction was his want of keeping the house in proper repair in and out at his own cost. The new tenant had it repaired at great cost, on the estate account, and new ornamental trees were planted. He has also had a 21 years' lease on the place—a special privilege on this estate. At the first county council election the agent's committee passed a word to the tenants, the evening before the poll, to carry voters to the poll the next day every one of them. The next is another instance on the same estate, of a man called Hugh W. Owen, Hafodonen. I think he was written to, by Captain Mitchell, the then agent of the estate.

23,026. Do you put in anything to substantiate all this. Have you got this letter which you say was written by Captain Mitchell to Mr. Hugh W. Owen? Where is the letter?—Unfortunately, my Lord, he is quite unable to put his hand upon it, but he is quite ready to substantiate it—not to-day, probably, because he is not here. He has quite failed to put his hand upon the letter. I have it upon his evidence.

23,027. What date is that? There is no date and there is no letter?—The time would be at a bye-election in the town of Amlwch, when a friend of mine, Mr. John Hughes, the local agent of the estate, was contesting the county council election, and Captain Mitchell, the first agent, wrote to Mr. H. W. Owen, his tenant, asking him to desist. He disregarded this warning, and the following year received his quietus without compensation. Mr. Owen wrote me, and I have his letter here, in which he says, "Mr. Mitchell promised me that he would pay "the whole for building the water-mill" (that is a new water-mill he has built at his place) "and excavating pool, providing I would carry "the materials, which cost me above 200*l.*, but

Chairman—continued.

"I never received a single penny." I hand in his letter (*the witness handed in letter*).

Sir *John Llewelyn.*

23,028. There is no date to this?—I stamped it with the date myself the morning I received it, and that is his own handwriting. The date which I stamped upon it, is 26th September 1893.

Chairman.

23,029. You stamped it the day you received it?—In my office. The poor and parochial emoluments of Llaneilian were all clandestinely diverted to Church purposes, 18 years ago. The parish was deprived of them, and the farm rents all advanced. The Gwenithfryn rent was raised from 13*l.* to 16*l.*, and after the award to Church endowments to 24*l.*; the widow tenant paying two guineas on each advance for the new agreement. The rector, Rev. H. Thomas, M.A., evicted Owen Pritchard, Tanterfyn, one of the oldest and neatest of the Church tenants, who had built on the holding, and let it over him to his church organist. This is a fair and not uncommon specimen of a Church "irritator" in Anglesey. I do not know whether I am at liberty to go on reading the next paragraph, because it has come to the ears of the tenant that I have it in my evidence, and he very strongly objects to put it in. He is one among very many of my fellow countrymen, who are afraid to appear in these matters.

23,030. If he does not wish it to go in, then we will not take it?—He strongly objects, although originally he asked me to do so.

23,031. Then most certainly you must not put it in?—Land courts ought certainly to be established for the periodical valuation of land. Fixity of fair rents, fixity of tenure, free sales, and compensation for permanent improvements. Plenty of applications for small holdings, but the Act is a comparative failure in Anglesey—only four contracts enacted. The reasons are, that the prices were in a good many instances found to be a good deal too high; our county council valuer found them to be so, and could not certify for us to buy them. Secondly, the Act itself hampers the buyers with too many restrictions. Thirdly, which is probably the most objectionable form of the lot, the pretended supervision by the county council members of the tenements; people do not care to have a tenement on those conditions. I am of opinion that no contracting out of the Land Act be permitted, and appraised compensation for improvements, land preferential credit should be abolished. Commerce suffers severely from this unequal privilege and uneven justice. I do not think it fair for a man to give 50*l.* towards the cattle, and when the tenant fails, his landlord claims the whole, and the cattle dealer gets nothing. Those instances are frequent. I suggest that the relief or remedies should be, first that tithes should be

Chairman—continued.

used for national purposes, and secondly (a matter which lays very much in the hands of the farmers themselves) there should be combination against exorbitant railway rates. It is rather difficult for the farming industry of the country now to succeed against the rates which they are paying. They are paying 2*s.* 6*d.* per quarter on their grain from this country to the Midlands. If they had some means of bringing it to the sea-side, they would take it there for 1*s.* a quarter, and that lies in the hands of the tenants to combine, although they have a lack of such combination. They do not seem to see it. To show how the railway monopoly treats us; I myself got 22 tons of grain from Llanfair P.G. to Amlwch last week at 5*s.* 8*d.* per ton, whereas the usual rate is 3*s.* 6*d.* from Amlwch to Llanfair; but they found I was taking the grain to the sea board, and not to send it off to the Midlands by their system, and therefore they doubled the rates or very nearly. Cattle and horses are brought, I believe, from Ireland and from America even, and sent to the English markets cheaper than from Wales. Rents should certainly be collected once a year. It is a great hardship in having to pay directly after the spring culture is finished, and I consider that rents should not then be called in. Royalties and ground rents ought to be rated. There is another remedy which is favourable to the farmers if they look into it, and that is the new Fertilizers Act which is coming into operation on the 1st of January next. Another thing which we have to complain about rather, is the difficulty of acquiring building sites on the northern side of the country for seaside resorts, to bring wealth and capital and relief into that side of the district. It is impossible to get land there. That is the difficulty of Lord Anglesey's estate; I suppose he cannot sell land, as he has only a life interest in it. They will let land on lease, but the prices are most exorbitant—4*l.* for half an acre. I have asked for land for 10 years there myself, and have not had it yet, except half an acre of land to build a house upon; and in consequence I have had to pay 260*l.* for two acres of land there to build on. I would not build on lease at all—not on any man's land.

23,032. The following questions are from Mr. R. H. Williams: "Was the new tenant of "Yr erw, Pensarn, sued and fined for libellous "statements"?—Yes, he was.

23,033. "What is your opinion as to the rating of shipping"?—I noticed a statement by, I think, Mr. Pritchard about the rating of ships, and therein I do not agree with him, because ships are being rated heavily; they pay town dues, harbour dues, pilotage, hobblerage, anchorage, pier dues, wages and lights, and they pay for discharging and wear and tear, and the money earned on the ships is being spent in the country by the families of the sailors. But as the question of ships is raised, I think I will go further and suggest to you that if you put 2,000*l.* into a ship, you take the dividend or

Chairman—continued.

not, according to the times and the success of the undertaking. If you put 2,000*l.* into a farm you will get your 80*l.* whether it is a success or not.

23,034. These questions are by Mr. John Hughes: "Did you buy Mynydd Mwyn near Llanerchmedd, your old home?"—I did, my Lord. It was my old home.

23,035. "Did you sell it again, making a profit of 500*l.* by the transaction?"—I did, my Lord.

23,036. "What do you consider the present value per acre of average quality land?" I suppose he means in Anglesey?—I consider that the big estates as a rule let their land fairly well, at from 15*s.* to 20*s.* an acre, and especially considering the abatements they have made, they have done fairly well, barring the principle of abatements, which is wrong. If there should be abatements at all, they should be in the way of reduction and not abatement.

Sir *John Llewelyn.*

23,037. Then do you mean for a period of years?—Certainly, because the fluctuating markets apply to everything else but land, and why should land be an exception?

Sir *John Llewelyn*—continued.

23,038. Then what do you consider the present value per acre of average quality land?—I am admitting it is from 15*s.* to 20*s.*, I think.

23,039. "At how much per acre do you let the land that you own now?"—I let the land I own at 18*s.*

23,040. "In your opinion do landlords patronise "the trades of the country as well as they ought "to?" This question is by Mr. Evan Williams. Can you answer that question, whether the landlords patronise the trades of the country to as great an extent as they ought?—I do not think they do. For instance, I notice now from whom the question comes, as to where they buy carts and carriages.

23,041. These questions are also by Mr. Evan Williams: "In your opinion is it fair to make "the farmers pay their rents twice a year?"—Most unfair; it is most objectionable in the present state of things.

23,042. "How much do you think the rents of land ought to come down?" Do you think the rents ought to come down?—Yes, and I have a very good reason for thinking so; because farmers have to borrow their rents oftener than not, very many of them.

The witness withdrew.

Adjourned.

TWENTY-SEVENTH DAY.

Second Court.

Llangefni, Saturday, 14 October 1893.

LORD KENYON IN THE CHAIR.

Mr. WILLIAM EDWARDS, M.R.A.S.E., called and examined.

Lord *Kenyon.*

23,043. You are Mr. William Edwards, M.R.A.S.E., Diplomaist of the R.A.S.E., late Scholar of the Anglesey County Council at Bangor University College, Chairman of the Anglesey Liberal Association, and late Secretary of the Anglesey Farmers' Society; and now Lecturer upon Agriculture, under the Cheshire County Council?—Yes.

23,044. What evidence do you wish to give?—My evidence refers to the parishes of Llanddanielfab, Llanedwen, Llanfair P.G. and Penymynydd. The land is mostly owned in these parishes by four or five landlords, but there are many minor owners. Some freeholders have come into existence during the last few years. Occupation:—Farms are entered in this district on the 13th of November, and are let from year to year. There is no demand for leases by the tenants, and they are not offered by the landlords. Among the tenants there is a feeling that a lease of 21 years, the usual term granted, will not improve their position. The period is too short for the tenant to venture upon any great enterprise in the way of improvement, and almost invariably higher rent is demanded at the end of the period. Agreements and leases:—Tenants are always required to sign agreements upon entering a farm, but they are never supplied with a copy of the agreement. It appears that they are expected to be able to remember all the rules and regulations after one perusal. One tenant in this neighbourhood, Mr. John Owen, Gaerwen Ganol, Gaerwen, had lately to sign an oppressive agreement, in which he agreed to pay the landlord 10*l.* for every ton of swedes, mangolds, hay, straw, and even gorse or whin, which he sold off his farm. The tenant, after protesting, had to pay 2*l.* 12*s.* 6*d.* for the agreement, which was at once taken from him.

23,045. Who was his landlord?—The landlady is the present Lady Reade, and the agent Mr. J. Lloyd Griffiths.

Mr. *Grove.*

23,046. Who took the agreement from him?—Mr. Lloyd Griffiths.

23,047. Did he go to the house and ask for it?—So far as I know, or someone in his name. I think Mr. John Owen, if required, will come and say. He is a typical sample of the working farmer of Anglesey. The lease was up, and the new agreement was drawn; that was the reason of having the new agreement. He agrees to pay this, and he asserts that he has no proper buildings in order to feed his cattle with the produce of his farm, therefore it is impossible to keep the agreement. If he keeps the animals out, his own words are that the Cruelty to Animals man will come round and call him to book. The house is entirely unfit to live in, and his words are, that it is entirely useless to have dairy classes, which were in the neighbourhood last week, because he has to live in the same room as the dairy, and this is not a part of the house, but was originally intended for the purpose of keeping potatoes in. The landlord will not build himself, and he will not grant a lease. Mr. Owen himself is ready to verify this. Rent:—The average rent is about 1*l.* to 1*l.* 5*s.* per acre. The rents are entirely devoid of uniformity. Some of the small farms are over 3*l.* per acre, while others are letting for about 15*s.* per acre. I have a statement here, if it would be any use, of the acreage of the farms in the parish of Llanddanielfab, and the rents paid, and everything like that, and the name of the owner.

Mr. *Grove*—continued.

23,048. Have you added it up to see what the average comes to?—No, I have not.

Professor *Rhŷs.*

23,049. You state it to be from 1*l.* to 1*l.* 5*s.*?—Yes, that is the average rent. Taking the parish of Llanddanielfab as a type, I find that on the whole the small farms are higher rented than the large farms, but on some of the large estates the rent of the small farms is very fair. A list of the farms in the parish of Llanddanielfab, giving the acreage rent, &c., will be handed in. Cultivation:—An enormous amount of waste land has been reclaimed by the tenants within the present century. This has almost entirely been done at the expense of the tenant—in some cases the landlord supplied the pipes for draining purposes. As far as I can see there has been but very little change in the nature of the agriculture pursued in this district within the last 50 years. Improvements:—All the improvements are made in this district by the tenants, such as draining, fences, gates and posts, manures and seeds, &c. Generally the tenants have to keep the buildings in proper repair. There is hardly a farm in

Professor *Rhŷs*—continued.

this neighbourhood, that the tenants, some time or other, have not put up new buildings on their holdings.

23,050. Do not the landlords supply materials, as we have heard with regard to other estates?—In some instances they do, and in some instances they do not. There are plenty of instances in the neighbourhood in which the buildings were entirely built by the tenants, but that is some years ago. Almost all the farms are suffering from want of buildings. I lay especial stress upon this point, especially looking to the fact that we are going into dairy education. There is not a farm in this district that has a dairy, for instance, which will come within a long way of the proper requirements of a dairy, according to modern dairy teachers, not a single farm. There is one farm in the neighbourhood, where the dairy is looked upon as a model one, but compared with the modern requirements it is far and away behind. Compensation:—No compensation whatever is granted to an outgoing tenant. The district is absolutely without any custom to that effect, and the Acts of 1875 and 1883 are absolutely dead letters as far as this district is concerned. All the landlords in this district contracted themselves out of the Act of 1875. In fact, every landlord in Anglesey, with the exception of Captain Verney, contracted himself out of the Act of 1875. As an instance of a tenant failing to get sufficient compensation for his improvements, I may mention the case of Mr. Griffith Owen, late of Ty Mawr, Llanfair P.G., at present of Gwna Fawr, Trefdraeth. He was a tenant of the Graig-y-Don estate, and was turned out of his farm, because the agent thought he had voted for Mr. R. Davies, the Liberal candidate in 1874.

Lord *Kenyon*.

23,051. Who thought?—The agent. His letter is that he got notice to quit, and he called upon the agent, a certain Mr. Hargest, living at Menai Bridge, and the words of the agent were that he had voted for Mr. Davies, and had not spoken in favour of Captain Bulkeley, the Tory candidate.

23,052. Is Mr. Hargest in existence? Is he to be found?—They are all dead. That is the reason why Mr. Owen himself did not like to bring the case forward. Mr. Owen asked for 300*l.* compensation and was granted only 24*l.*, although he said all the buildings on the farm, with the exception of one shed, were built entirely by himself and his father. Mr. Owen was a well-known Nonconformist, and leader in School Board agitation, and that sort of thing. I remember well, although being a very small boy, that my father and Mr. Owen walked to Brynsiencyn on the polling day to record their votes, in preference to being carried by either car, either the Liberal or the Tory car. The inference from that was, that he did not vote at all for the Tory candidate. He walked, on this occasion, because the feeling was rather high at the time; and because he walked they concluded he had voted for Mr. Davies, and the result was that he was turned out of his farm. I think Mr. Owen will also bring that forward if necessary. General condition of the farming population:—There are no peasant proprietors or small freeholders, who have inherited their holdings from their ancestors, but there are many who have recently purchased their holdings, and they are likely to increase, as the result of the breaking up of the old estates. The new freeholders appear to enjoy the liberty they possess, and are doing great work in the way of improving their land. Tenant farmers:—Tenant farmers and their wives almost invariably take part in the work of the farm. My own father, during the years of my childhood, used to work from 5 o'clock in the morning until 9 o'clock at night. This he did for 15 years. He took the farm in 1862, and died in 1877. During those 15 years he doubled the value of the holding. It is fair to add that my mother still occupies the farm, paying the same rent as my father agreed to pay in 1862. My mother is a tenant of the Marquis of Anglesey. In most of the farms in this district the children work at home; some of the largest farms have been worked almost entirely by the children. I have worked upon my mother's farm since I was 15 years old, and I have no hesitation in saying that I never received more than 10*l.* a year for my work. I do not know of a single instance where the children of the farmer are in receipt of regular wages. I should like to call attention more particularly to the entire want of security on the part of the tenants, and the moral influence this has upon the agricultural population. My father, for instance, ventured everything he had upon his holding, and that upon no better security than six months' notice. He did this because he had great faith in the permanency of the estate. Granting that the estate should keep together, and that no rise in the rent or anything else should happen, yet the freedom of the tenant would be gone. He would be entirely at the mercy of landlord and agent for the time being. The great object in life of the poor tenant would be to please the agent and landlord. His freedom of speech and of action, would be entirely gone. That is the pitiful condition of the majority of the farmers of Anglesey to-day. In these days the permanency of the landed estates is going. A large portion of the Baron Hill estate has already been sold, and a large portion of Lord Boston's estate will soon be under the hammer. In such cases as these the poor tenant is absolutely helpless, and entirely at the mercy of events.

Lord *Kenyon*—continued.

Professor *Rhŷs*.

23,053. Did you hear what Mr. Preston said yesterday, that the Baron Hill estate is not being broken up, but consolidated, a few outlying farms being sold, and others nearer home being bought up?—That is entirely new to me.

Professor *Rhŷs*—continued.

23,054. That is what he said; because I asked him the question. That does not prevent the selling of some of the farms, in fact it means that some of the farms are sold?—That is entirely new to me.

23,055. It may be that they sell to clear the expenses incurred in buying?—Cultivation:—The farmers of my district are very well up in all practical points of agriculture and have cultivated their lands very carefully on the whole. They not only like to have good crops, but they enjoy to have their land in good condition. As the result of depression and the insecurity of things pertaining to agriculture, there is a distinct tendency to cultivate on the cheap system. Liming, and carting manure from the villages, is not so much in vogue as formerly. We rely more upon artificial manure to secure crops, and generally buy the cheapest stuff we can get, without any real knowledge of what we obtain. We are sadly negligent of the necessity of having a guarantee when buying artificial manures. There is hardly any knowledge of the particular wants of different crops, and very often manures are applied distinctly contrary to the teachings of modern agricultural science. Under this system the land must ultimately suffer. My experience of the land in Anglesey has convinced me, that to keep it in good heart, it must be well supplied with a general manure. If supplied with manure containing just one element of plant food, the land soon becomes exhausted of the other elements of plant food. The farmers are beginning to feel the insecurity of their position. They have no heart to venture upon any costly improvements in cultivation. To improve the land in Anglesey it requires a long course of careful cultivation, and this is perfectly impossible under the present system. All the absurd, ridiculous, and antiquated clauses in the agreements as to cultivation must be entirely swept away. To make a farm pay in these days a farmer must have a free hand. No lawyer, or land agent, sitting at his desk, can plan a rotation of crops for him to follow. Agricultural education:—Farmers, as a rule, are very indifferent with regard to education. In many cases a great amount of prejudice prevails against agricultural education. Bangor University College is doing some work in this respect, but the authorities there are working at the sad disadvantage of being absolutely unacquainted with the agricultural community of North Wales. What is called the Agricultural Committee of that college has not a shadow of right to be considered as representative of Welsh farmers, as they say they are.

Lord *Kenyon*.

23,056. Do you say there ought to be more tenant farmers on the committee?—Certainly; although we are Radicals in a way, still there is an enormous amount of Conservatism in our nature too.

23,057. I mean with regard to this particular committee. I am a member of that committee myself, and I am anxious to reform it according to your views if I can?—Certainly, I should say so.

Lord *Kenyon*—continued.

23,058. Possibly some reform might be necessary. I quite grant what you say, that there is a great deal of prejudice prevails against agricultural education. I do not know quite what the cause of that is. Perhaps you can tell me?—Undoubtedly one cause is that the thing has been worked entirely by strangers.

23,059. Are you aware in the first place how that was started?—Yes.

23,060. Are you aware that the landowners contributed a certain sum of money towards it? Yes.

23,061. And that a Government grant was made to meet that sum of money contributed by the landowners?—Yes.

23,062. Therefore it was natural that they should have some representation upon a committee that spent that sum of money?—Yes, quite right; I do not say at all that they have not a right to be on the committee, but another thing is to make agricultural education popular in the country.

23,063. But when they started to meet the farmers, the farmers would not have anything to say to them?—Because it was started from outside.

23,064. They did not start it themselves in an outside way?—But considered from a farmer's point of view.

23,065. The farmers would not start it themselves, so that the landlords had to start it?—That is the difficulty.

23,066. Now it is in full swing, I grant you it would be a good thing if some reform was made. Now it is started, I think you should be grateful to the landlords for starting it?—Yes.

Professor *Rhŷs*.

23,067. What is the shortcoming now. Have you not a lecturer, Mr. Owen, who lectures for you, who knows North Wales well?—Well, in one part. He does not come to Anglesey. The work done last year was done by an Englishman, and I had to go there to interpret.

23,068. The difficulty then is one of language?—That is one difficulty.

Lord *Kenyon*.

23,069. I grant you it may be done away with soon, but is there not some difficulty in finding capable lecturers who do understand the Welsh language?—That is a difficulty, no doubt.

23,070. No doubt in your case it will be soon overcome. You are, I understand, an agricultural lecturer. You say, "I do not know of a "single instance where the children of the "farmer are in receipt of regular wages." In your own case would you consider your education to be in some way the outcome of the farm?—I do not.

23,071. It was obtained by money made upon the farm, I suppose?—No, my education has

Lord *Kenyon*—continued.

been entirely my own doing. During the time I attended Bangor University College I actually worked on the farm. I came home every night, and worked on Saturday, and every opportunity that I could get.

Mr. *Grove.*

23,072. You have stated that there are no copies of agreements supplied, so far as you know, to any tenant farmers. That is within the range of your own knowledge?—Yes, I do know they have no copies in their possession now. Of course they are all well aware they have signed them, but they have no copies in their possession.

23,073. Of course it would be desirable always to have a copy?—Yes, of course, when you have all these rules to follow.

23,074. You think a tenant farmer is entitled to a copy, and ought to receive it?—Yes, I do.

23,075. Of course you speak of the development of the farm with respect to those men who have bought their own freeholds?—Yes.

23,076. Do you consider that they are better cultivated, and that the fact of its being a man's own property enables him to get more labour on to it, and put more spirit into it altogether?—Certainly. There are only two cases, I think, in the neighbourhood, and they are undoubtedly in that way.

23,077. The land itself is made to produce more in those circumstances?—Yes, the clearing of the hedges and so on. We have an enormous amount of land in Anglesey under great big banks.

23,078. Then you would consider, I suppose, fixity of tenure, if it were brought about by a Land Court, or at any rate by some arrangement, would have the same effect?—I have certainly not the slightest doubt.

23,079. There would be better development of the land?—Yes.

Professor *Rhŷs.*

23,080. Are you employed by the college to lecture here in this county?—I am a lecturer upon agriculture under the Cheshire County Council.

Lord *Kenyon.*

23,081. These are questions by Mr. Ellis Jones Griffith: "I believe you have a considerable "acquaintance with the condition of agricultural "labourers?"—I have.

23,081*a*. "What efforts have been made in your "neighbourhood to better the general condition "of this class, and to make life more livable in "the villages?"—None whatever. You cannot imagine a more miserable place than the small villages I am acquainted with. Take Llanfair P.G. Not the slightest attempt has been made to have reading rooms or any recreation grounds. Although Llanfair P.G. stands entirely, almost, on common land, there is not a piece of land the size of my hand for the children to play. We have these gentlemen living within half a mile or two miles of the district:—We have Captain Morgan, Mr. Harry Clegg, the Marquis of Anglesey, Major Robert ap Hugh Williams, Colonel Hunter, and Lord Boston, but they are entirely and absolutely out of touch with the neighbourhood in so far as doing anything like that. I am perfectly certain that these gentlemen are not acquainted with the neighbourhood in any way. We had an instance of that in Lord Penrhyn, when he thought Dr. Pan Jones was a leader in Bethesda being his own town. I may mention another matter. Not one of these gentlemen has the slightest chance of being elected on a public body in their immediate neighbourhood. Two of them tried, one, Mr. Harry Clegg, the best man of the whole lot, and he was beaten. Mr. Robert ap Hugh Williams tried again, and he was beaten, and I am perfectly certain that they would be all beaten in turn if they tried.

23,082. How would you remedy that?—I do not know. I cannot remedy that. That is beyond my power.

Mr. *Grove.*

23,083. Would it be so, if the landlord and tenant came more in contact with each other?—I am speaking more particularly now as to the interest of these gentlemen in the life of the village, in connection with the agricultural labourers.

Professor *Rhŷs.*

23,084. You suggest that they have neglected doing anything?—Yes, doing their duty, as it were, to the neighbourhood.

23,085. In the way of public libraries and so on?—Yes, and that has been very greatly so. During the last fortnight I have been in Cheshire, I could not help noticing that there was a very vast amount of difference there in the small villages, as compared to ours.

23,086. What do you find there?—In almost every small village you go to, there is a public room, all the papers come there, there are science classes and that sort of thing, and lectures are given on all conceivable subjects.

23,087. Do you think if the landlords in this district had done something like that, they might have been more popular and regarded more as benefactors?—I have not the slightest doubt about it.

Lord *Kenyon.*

23,088. Another question by Mr. Ellis Jones Griffith: "What do you say as to the terms "upon which landlords and tenants stand to one "another." I think you have answered that question, that they are not acquainted with one another?—I cannot say that there is any unfriendliness between them, but they are not acquainted with one another.

Professor *Rhŷs.*

23,089. There is a gulf between them ?—There is a gulf between them; they, as it were, live in a separate world.

Lord *Kenyon.*

23,090. "What is a 'cynffonnwr'" ?—I do not know. Professor Rhŷs can tell you better than I can.

Professor *Rhŷs.*

It is a man who is supposed to make up to his superior by flattering him, literally it means "one who wags his tail."

Lord *Kenyon.*

A sycophant.

Professor *Rhŷs.*

23,091. The Welsh metaphor implies a dog that comes up wagging his tail about you. I do not know the object of the question; but the word is much used in Carnarvonshire and Anglesey ?—The point is this, that the friendship between the landlord and tenant is simply skin deep, there is no reality in it, and as a proof of that, when we see a man who makes any special effort to make himself friendly with the landlord, we at once call him "cynffonnwr."

Lord *Kenyon.*

23,092. Is that not rather hard upon him ?—I do not know.

23,093. He may be sincere, and if he is you say you look upon him with coldness and call him a "cynffonnwr" ?—Yes, still that is how matters stand.

Professor *Rhŷs.*

He may be appealing to the landlord to do something towards a public library for ought you know.

Lord *Kenyon.*

23,094. Or even a Methodist chapel. These are questions by Mr. Owen Wynne: "Do you think "farmers usually have to pay for their agree- "ments ?—is it not, only when they are prepared "by a solicitor" ?—Yes, he is a solicitor, but still he is the agent as well.

23,095. Do you think it is usual ?—I do not know, I am sure. I have never had anything to do with it. I am not a tenant myself.

23,096. "Is it not a fact within your knowledge "that Lord Boston has sold considerably during "the last five years and that in every case he "has sold by private treaty to the tenants" ?—Not in my district.

Professor *Rhŷs.*

23,097. Has he sold in your district at all ?—Not as yet. A valuer has been round all his property in the parish of Llanddanielfab, that is all.

23,098. That is Lord Boston's estate ?—Yes, that is Lord Boston's estate.

23,099. "What reason have you for stating that "a large portion of Lord Boston's estate will "soon be under the hammer ?" You mean it will "be sold ?—Yes.

23,100. You do not know the conditions ?—No, I speak about the breaking up of the permanence of the old estates, in which we had great confidence.

23,101. You would not say it was going to be sold by auction ?—No.

23,102. You withdraw that expression "under the hammer" ?—Yes.

Mr. *Grove.*

23,103. You expect it will in each case be offered to the sitting tenant before being offered by auction ?—Yes.

The witness withdrew.

Mr. R. H. Williams called and examined.

Lord *Kenyon.*

23,104. Will you kindly give us your evidence ?—I am a press representative, and secretary to the Anglesey Liberal Association. I have also acted as secretary to a committee of tenant farmers appointed to organise evidence for this Commission.

I beg to offer evidence as to—

I. The difference of language, politics, and religion between landlord and tenant.

II. Sales of land during the last four years, in the county.

III. The reluctance of tenant farmers to come forward to give evidence.

I.—The majority of landlords and tenants in Anglesey are entirely at variance as regards their language, their politics, and their religion.

Lord *Kenyon*—continued.

On this account there is a lack of sympathy between them which is not experienced in England; and this places the Welsh tenant at a considerable disadvantage. The three points mentioned cause an estrangement of feeling as they have nothing in common, but the question of language affects the tenant to the greatest extent, inasmuch as he cannot approach his landlord except through a third party, and if he does so by this means he cannot lay his grievance properly before his landlord. I had thought of being able to prepare a table showing the proportion the landlords bear to the tenants on these points throughout the island, but I have been unable to do so, and therefore I have selected, at random, five parishes, viz., Llan-

Lord *Kenyon*—continued.

fiangelesceifiog, Llanddaniel, Llanedwen, Llansadwrn, and the Gaerwen portion of the parish of Llanidan. In these parishes there are 159 farms of over three acres each, as to which I have definite information: (*a.*) As to language. Of the 159 farms, three farms are in the occupation of Englishmen, and 156 in the occupation of Welshmen. 19 farms are owned by Welshmen, and 140 by Englishmen. (*b.*) As to politics. Of the 159 farms, 47 farms are in the occupation of tenants who are Tories, and 112 in the occupation of tenants who are Liberals. 11 farms are owned by landlords who are Liberals, and 148 by landlords who are Tories. (*c.*) As to religion. Of the 159 farms, 27 farms are in the occupation of tenants who are Churchmen, and 132 in the occupation of tenants who are Nonconformists. 13 farms are owned by landlords who are Nonconformists, and 146 by landlords who are Churchmen.

II. *Sales.*—The following are particulars of estates, of over 150 acres each, which have come into the market during the last four years:—

Date.	Estate.	Acreage.
27 and 28 June 1889 -	General Owen Williams -	2,400
5 September 1889 - -	Sir George Meyrick - -	440
5 June 1890 - - -	Cae Mawr Farm - -	206
17 July 1890 - - -	Colonel Henry Platt - -	296
25 June 1891 - - -	General Owen Williams -	184
25 June 1891 - - -	Sir Richard Bulkeley - -	1,584
16 and 17 March 1893 -	Sir Richard Bulkeley - -	6,443
		11,553

With regard to these sales, the tenants on the land offered for sale were subjected to much trouble and anxiety beforehand. Even when the landlord gives a general intimation that the sitting tenant may purchase his holding by private treaty, it is the rule not to mention any figures, but to let the tenant name the sum he is ready to give. When the landlord does mention a sum it is often exorbitant, and in the case of Ty Wian, the tenant was asked to pay nearly 700*l.* in excess of the amount realised by public auction. This is not all. It has been said that the prices are very high, and from this it has been argued that the rents are low. But this is not conclusive. When a sale takes place it is not merely the landlord's land that is sold but also the tenant's improvements are sold. The tenant is thus placed in this dilemma: either he must pay over again for his own improvements, or he must lose them altogether. It is a case of "double or no quits." Besides this the attachment to home is an important consideration. The tenant has also to consider that, if he loses his farm, there is difficulty, owing to the great competition for farms, to get another. And in the case of a Nonconformist, his difficulty in getting a farm is so considerable that it is no wonder that he gives an exorbitant price rather than be turned to idleness. Besides the effect upon the sitting tenant, I wish also to point out that

Lord *Kenyon*—continued.

these sales of property have disturbed even that hope of fixity of tenure which was dependent on the idea that the great estates were permanent. A general sense of insecurity has arisen, and the natural effect of this is that proper cultivation of the soil (which only a tenant who is fairly certain in his own mind that he will not be disturbed would undertake) is not as probable.

III. I wish also to put on record that, in my capacity as secretary of a committee of farmers, it has come within my knowledge that there is a considerable reluctance on the part of the tenant farmers to come forward and give evidence before this Commission. This arises from a fear lest, directly or indirectly, the landlords should retaliate. From the very nature of the case, I am not willing to mention names, otherwise the very mischief which they dreaded might occur. In several instances farmers have told me that although they have evidence to give, they do not feel at liberty to appear in public as giving evidence against their landlords. The reasons they gave were that they might require abatement of rent, improvements upon their farms, or even a farm upon the estate for their sons or relatives. They believed that they were more likely to obtain these favours by avoiding the witness box in this inquiry. Several tenant farmers have lent me copies of their agreements, which are still in my possession, to enable me to prepare the blank copies which have already been put in. Some of the farmers delivered these into my care upon the strictest understanding that I was not to expose them in any way, and that the copies handed in should be in blank, with even the dates omitted, lest the landlords might find out from whom I had obtained the original copies. I mention that, to show the fear which the tenants have of their landlords, that they might retaliate in some way or another. I may also mention that the same cause is at work in politics. At the last Parliamentary election I know of many who dared not attend Liberal Committees and public meetings for fear of their landlords. In one instance a tenant farmer who had purchased his farm, spoke to me within the last 18 months, and said that, whilst he was a tenant, he abstained for fear of the consequences, from expressing his political views, although he was a Liberal, but after purchasing his farm, he was, for the first time, willing to identify himself with the Liberal party, and become a member of the Association.

Professor *Rhŷs.*

23,105. You can give the name, I suppose?—Well, I dare say he would not be willing.

23,106. Then I will not ask for it?—I am sure he would not like others to know, that he felt such a fear towards his landlord.

Lord *Kenyon.*

23,107. With regard to the lack of sympathy between the landlord and tenant, what remedy

Lord *Kenyon*—continued.

do you propose for that—teach the landlords Welsh?—No, my Lord, I suppose that would be out of the question.

23,108. Well, I do not know?—I am afraid that they would not willingly undertake that task. I have no remedy for it, I simply mention that to prove that the tenant is at the mercy of his landlord to a certain extent.

23,109. I mean the general panacea, the Land Court, would not do that, I am afraid?—It would do this, the tenant would have fixity of tenure.

23,110. It would not affect the bond of sympathy between them?—No, it would not, my Lord.

23,111. I do not know what remedy you could propose, except to turn the tenants into Englishmen, Churchmen, and Tories, or the landlords into Liberals, Nonconformists, and Welshmen?—I would not suggest any remedies for this particular thing, but I am simply mentioning it, on account of the effect it has upon other matters.

Mr. *Grove.*

23,112. In the event of a farm being sold, what would you suggest would be a reasonable thing for the landlord to do, to give the sitting tenant a fair chance to buy it?—Well, suppose a landlord were to submit it to arbitration, something on the lines of compensation for improvements, say, one party appointed by the landlord and one by the tenant, and an umpire appointed by both of those.

Mr. *Grove*—continued.

23,113. Then you can state of your own knowledge that there is a great reluctance on the part of a good many tenant farmers to come forward to give evidence?—I can. As proving that I have asked several to come forward, and they have given me statements similar to that which I have mentioned.

Lord *Kenyon.*

23,114. With regard to the sales of property, you mention one case, Ty Wian, where the price demanded was in excess of what was obtained at auction. Was it not the case that the price at auction was higher than what it was offered to the tenant at?—Was higher at the public auction?

23,115. Yes?—I believe in some cases it was, but that was thus, the tenants in those cases as a rule offered what they considered a fair price for the farms, whereas they fetched at the public auction a higher price, and that on account of the improvements, made by those very tenants, upon the farm during the last few years.

Mr. *Grove.*

23,116. And the tendency of the sitting tenant would be to offer a lower price, because he had put so much money into the farm, in the shape of improvements?—Just so.

The witness withdrew.

Mr. Grove here took the Chair.

Mr. Robert Thomas called and examined.

The following statement was interpreted to the witness by Professor Rhŷs.

Evidence of Robert Thomas, Ty'nycae, Penmynydd.

I wish to give evidence about Dragonwen in the parish of Penmynydd, a farm formerly occupied by my father William Thomas, and owned by Sir R. Bulkeley, Baron Hill, before the sale in March last. It was a very poor farm, containing about 115 acres at a rental of 70*l.*

My father had been born in the place, and his family had been there for generations. He had worked hard in the place all his life, and spent every penny he could get to improve the soil. He had carted thousands upon thousands of loads of manure from the near villages, and everywhere he could get it, to enrich the land, besides carrying lime every year almost, from a great distance, and sand from Red Wharf Bay, a distance, of five miles. He spent much money and labour in this way, had the place in good order, and lived comfortably. To prove his good husbandry I may say that at the expiration of his tenancy he received 160*l.* for the oat crop which grew upon 20 acres. He sold the hay for close upon 100*l.*, and had a valuable live stock.

In 1870, when he was 71 years old, he had a notice to quit, although he had never been a day behind with his rent, and had three grown-up sons quite capable of managing the farm. The pretext given was that the buildings were old, and that he must either expend 800*l.* in building a farmyard and homestead or leave the old home. Such a condition was quite impossible, the rent being high enough even if he had the 800*l.*, which he had not. This was the only condition he could get after many fruitless attempts. The estate never even offered to build and to add a per-centage to the rent. I may say here that it has been often said that as the landlord does the building on a farm, we in Wales are not to ask for exceptional treatment, but

Mr. *Thomas*—continued.

must be content to be a part of England. It is so on some estates. But on the Baron Hill estate it was quite the reverse until quite recently. And here is a case in point. In a great number of cases I could name the farms have been consolidated to avoid the expense of building, and the tenants thrust out. In many other cases the buildings were left in a dilapidated condition, and the tenants had either to go away or build themselves. I know several instances of this in my immediate neighbourhood, and the recent sale made things very serious for the tenants.

After my father had received the notice to quit it soon transpired that the agent, who was a Scotchman, had let the farm to another Scotchman, who occupied the farm of another landlord. To the farm was now added another small farm of about 27 acres, turning the tenant out, I presume, because the house was an old one.

I may say that no new buildings were afterwards made by the incoming tenant, and it was twelve years afterwards, in 1882, that a farm-yard was built for him by the estate.

The new tenant, whose idea of farming seemed to be the taking down of hedges, converted the farm of 115 acres into four fields, and so forced a land, naturally poor, so as to leave it in an exhausted condition, being in some parts covered with gorze and rushes. He thus caused a very great loss to the landlord, leaving a legacy of weeds to future tenants. At last he became a bankrupt, was sold out, and died a pauper, his wife being now at the workhouse.

My father during the first year after losing the tenancy was permitted to live at the old house, and to rent two fields from the new tenant. The following year one of these fields was taken from him, the rent remaining the same. The third year he was permitted to live in the old house, with no land at all. The only entrance to the house was converted into a yard for cattle, making it very unpleasant and dangerous to live there. This was for the evident intention of inducing him to go away. At last in 1874 a ruinous cottage on the same estate was let to him, with 2½ acres of land attached for 6*l.* 10*s.* where he died. To make this cottage habitable not one penny was expended by the Baron Hill estate.

Again, when the farm became vacant in 1887 the agent refused to let the farm to my brother, and preferred another person. Now it is sold to the Marquis of Anglesey, and my brother has been accepted by him as the new tenant, and will once more occupy the old home next November.

Mr. *Grove.*

23,117. You say that that evidence is correct?—Yes.

23,118. Your father, you say, occupied this farm, and got it up into a very good condition?—Yes, so that there could not be a better.

Mr. *Grove*—continued.

23,119. And when he was 71 years of age he had notice to quit?—Yes.

23,120. And had never been behind with his rent?—Never, not one day.

23,121. The estate wanted him to spend 800*l.* in building the farm-yard and cow-shed?—Yes, or to go away.

23,122. Did they offer to build it and to charge him an addition?—No.

23,123. Was any request made that they should do that?—Yes, we tried to get them to build a house and promised that we would pay interest on the outlay.

23,124. And they refused to do so?—Yes, they did; they would take no notice of us absolutely.

23,125. You say that the recent sales on the Baron Hill estate have made things very serious for the tenants?—But it has proved very good for all those where the Marquis of Anglesey has bought, for he lets everyone retain his place. But there is a good deal of complaining in the country round.

23,126. By those people who have not been able to secure their holdings?—Yes.

23,127. Do you say that this field was taken away in one case without any abatement in rent being made, the rent remaining the same?—They gave two fields to my father that they might not turn him out, for him to keep his cattle to see if he could get another place at the end of the year. It was a place to keep the cows.

23,128. Then you say that a ruinous cottage was let to him. Who made it habitable; you say that they declined to do so?—Yes, we lived in the old house when we held the two fields.

23,129. That is not an answer. After you left in 1874 a ruinous cottage on the same estate was let to you?—That was another small holding that became vacant with 2½ acres, and they gave that to my father in order that he might go away from the old place.

23,130. That is not an answer? [*Question repeated.*]—It was left in the same state.

23,131. Do you know of any Nonconformists who have been afraid to come and give evidence before the Commissioners?—No, I do not know of anyone in our neighbourhood who is afraid to come before you. I do not know of anyone who had a good case to present.

Mr. *Richard Jones.*

23,132. You say that your father carted thousands upon thousands of loads of manure and sand from Red Wharf Bay. For what purpose would he carry sand?—To increase the quantity of the manure—the dressing.

Professor *Rhŷs.*

23,133. Is it the custom in Anglesey to mix sand with manure?—In some places. It is not so customary now as it has been in years past.

Professor *Rhŷs*—continued.

23,134. You have been having lectures upon agriculture. Has that made a difference?—Perhaps in some instances.

Mr. *Grove.*

23,135. Do you hope to get further benefit from the lectures?—We hope they will benefit agriculture, and that things will get better with regard to agriculture.

Mr. *Richard Jones.*

23,136. What do you mean by this passage:—"We in Wales are not to ask for exceptional "treatment, but must be content to be a part of "England?"—I do not quite understand the question.

23,137. I will put it in another way, is it in respect to repairs that you mean you are obliged to be part of England, and not of Wales?—Yes, with regard to the taking of the farms, and having security of not being turned out.

23,138. Here is the sentence: "I may say here "that it has been often said that as the land-"lord does the building on a farm we in Wales "are not to ask for exceptional treatment, but "must be content to be a part of England." I want to know what you mean by that?—I think with regard to our part of the country they are content if they could have good buildings and security of tenure; then they would not want anything more from their landlords.

23,139. I think it is in respect of repairs you are referring to. Do you disapprove of the system which prevails in Anglesey of the landlords only supplying the materials, and the tenant having to supply all the labour?—I approve of that custom if we have it so.

23,140. Which would you prefer, that system or for the landlord to bear the whole expense, and that you should pay a certain amount of interest on the outlay?—I should prefer not paying the interest on the outlay, but to have the building properly done. I wish to have both; the rent is sufficiently high on the land.

23,141. I suppose you think, of course, that buildings are necessary on a place, and that they should be placed there?—Yes, certainly. It is impossible to do without the buildings.

23,142. You say: "In a great number of cases "I could name, the farms have been consoli-"dated to avoid the expense of building, and "the tenants thrust out." Is it not the case that when farms are consolidated, that that is done by degrees, and that when a farm is consolidated the farmer is not turned out until there is another vacant farm for him to go into on the same estate?—It was only done in the case of two in our neighbourhood—the farm where my father lived, and where the neighbours living contiguous to us lived.

Mr. *Richard Jones*—continued.

23,143. Had your father to turn out?—Yes, he had.

23,144. And then this other man had the two farms?—Yes, the Scotchman who was the neighbour living close by.

23,145. Are there many Scotchmen on the estate?—In our neighbourhood there is no instance excepting this man who has been there.

23,146. What kind of a farmer was he?—He proved a very poor farmer in our neighbourhood.

23,147. Did he bring his Scotch system of farming here along with him?—I should imagine so. His method of farming was peculiar to himself in our neighbourhood.

23,148. Do you consider that he was as successful a farmer as the Welsh farmers in the neighbourhood?—Perhaps he himself did, but no one else did. He got on the parish eventually.

Mr. *Grove.*

23,149. This is a question by Mr. R. H. Williams: "Do you mean that Wales requires "exceptional treatment as Wales has exceptional "grievances?"—I consider that Wales ought to be properly treated as it deserves.

23,150. Then a question by Mr. Owen Wynne: "Do you not think mixing sand with manure "is something like mixing sand with sugar; does "not improve it?"—It does improve it. We used to have the best possible crops of potatoes and barley as the result.

Mr. *Richard Jones.*

23,151. You say here: "Again when the farm became vacant in 1887 the agent refused to let "the farm to my brother and preferred another "person." Who was this other person?—He let the farm to an unmarried lady—an old maid.

23,152. What qualifications had she for farming?—She lived at a farm belonging to Baron Hill, and she had been a dairymaid at Baron Hill.

23,153. After the Marquis of Anglesey bought it, when this old maid turned out in order to make room for your brother?—She gave up the farm that my brother might have it.

23,154. Did she voluntarily give it up?—Yes, she gave it up voluntarily. She said she offered him the chance, that she could not live in it, and pay for it.

23,155. Was that the reason, or that she preferred to live under Sir Richard Bulkeley, and not under the Marquis of Anglesey?—No, she would have preferred very much to live under the Marquis of Anglesey, if she had a chance.

The witness withdrew.

Mr. *Grove.*

I do not doubt but that Lord Carrington thanked you very much in the other room for your attendance here, and I can only say it has been a great pleasure to the Commissioners to pay this visit, and we are extremely obliged to you all for coming forward and giving your evidence.

Mr. *Grove*—continued.

[Adjourned.]

TWENTY-EIGHTH DAY.

The Town Hall, Swansea, Glamorganshire, Tuesday, 31st October 1893.

PRESENT:

LORD KENYON (IN THE CHAIR).

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN Assistant Secretary.

Mr. MORGAN JONES JENKINS called and examined.

Lord *Kenyon.*

23,156. Are you Mr. Morgan Jones Jenkins, of Gellyfeddau, Llangyfelach?—Yes.

23,157. I believe you wish to speak as to some encroachments on Loughor Common?—Yes.

23,158. Will you kindly tell us what you wish to say?—A Board School has been built there and the rights of the commoners have been recognised, but there are rows of houses and a large building intended for an hotel which has been recently built, and the rights of the commoners have not been recognised. Leases are granted for houses to be built on the common. These encroachments deprive the commoners of the hamlet of Ty'r Brenin of the right of common, and the commoners of the hamlet of Ty'r Brenin have no right to any other common.

23,159. Who has granted these leases?—I cannot say, my Lord, who has granted the leases.

23,160. You say a large building intended for an hotel has been recently built?—Yes.

23,161. You do not know to whom the proprietors of that hotel propose to pay rent?—No, my Lord.

23,162. Do you know to whom any of these people pay rent, if any?—Well, I should not like to mention names, and I have only the word of mouth, as it were.

23,163. Your contention is that the rights of the commoners are not now respected; is that it?—Yes.

23,164. Who is the lord of the manor?—Mr. Cameron.

23,165. Has Mr. Cameron anything to say to this, do you know?—I do not know.

23,166. Have you any further evidence to give?—Yes, as regards local rates. The local rates in the parish of Llangyfelach are heavy, but there is a particular rate which we as farmers consider a grievance, and that is the sanitary rate and special expenses rate. We have to pay those rates on farms whereon we have only cattle sheds and graze our cattle, and we consider it a hardship to pay those rates.

Lord *Kenyon*—continued.

I should like to speak of a particular case of grievance that I know of in my neighbourhood. I am a farmer, and we have made our livelihood by farming, and we have farmed in the same place I dare say for about six or seven generations. This farm is in the parish of Llangyfelach and they are neighbours of mine. It is a farm of about 60 acres called Pen-y-fedw Ucha. I remember the owner living there. It was let after he sold it for 30*l.* and it has been sold twice since, and the last owner, who has just bought it within the last two or three years, has raised the rent to 40*l.* In my opinion it has been raised entirely on the farmer's labour, and on his good farming and improvement to the soil.

23,167. Would you say where that is?—It is in the parish of Llangyfelach, in the hamlet of Mawr.

23,168. What is the name of the farm?—Pen-y-fedw Ucha.

23,169. Who is the landlord?—Mr. Llewellyn Davies.

23,170. Have you any other case you wish to bring forward?—No.

Mr. *Brynmor Jones.*

23,171. As I understand, your point about the common is this, that houses are being built upon what was formerly common land?—Yes.

23,172. Upon parts of the common upon which you had the right to depasture your cattle?—Yes.

23,173. Are there enclosures?—Yes, there are streets in a way built there, and there are other enclosures certainly which are not built upon.

23,174. Do you think that the persons who have built these houses, and have made these enclosures are simply trespassers, encroachers upon the manor?—Yes, they are; they encroach upon the commoner's rights undoubtedly.

23,175. It is not a case of what is called approvement by the lord of the manor, Mr. Cameron?—I do not think he approves it.

Mr. *Brynmor Jones*—continued.

23,176. If these people have simply built the houses without his consent, he would have his legal remedy, would he not?—Well, that may be.

23,177. Have you communicated with the lord of the manor pointing out the encroachments?—No, I have not.

23,178. I should like to know that. Probably Mr. Cameron, who is the lord of the manor, as I understand, has really approved under what is called the Statute of Merton; that, in fact, he has permitted this building?—Well, the commoners are not aware of it if it has been the case.

23,179. I do not quite understand this case. Do these people pay rent to anyone?—Yes.

23,180. Is this which you call the common waste of any manor?—Yes, it is the waste of the hamlet of Ty'r Brenin.

23,181. Have you been in the habit of depasturing your cattle, so far as you have been farming, in the neighbourhood there?—I appear for one of the commoners, and they have been in the habit.

23,182. Has there been any litigation about this?—Not that I am aware; but I am aware that everybody is not allowed to build there, only certain persons.

23,183. Has there been any interference with the rights of the commoners?—Only that those houses are built, and the encroachments, and it deprives the commoners of the right of grazing on the common, and the use of it in every way which is most convenient for the commoners there.

23,184. Supposing that this were waste of the manor, and supposing the lord of the manor is enclosing to the prejudice of the rights of the commoners, then the commoners have their remedy?—Thank you.

23,185. There is a new Act of Parliament, I ought to tell you, called the Law of Commons Amendment Act, 1893. Now an enclosure of any part of a common purporting to be made under the old statute by the lord of the manor is not valid unless it is made with the consent of the Board of Agriculture; so as to any future acts on the part of the landlord, if this bit of land is waste of the manor——?—Yes, it is waste of the manor.

23,186. The commoners have got a remedy?—Thank you.

Mr. *Griffiths.*

23,187. You say that you consider there are great hardships with regard to the sanitary rates of farms?—Yes.

23,188. Do you think that the farmers pay equally on the buildings just the same as they would in towns upon houses?—No, they do not.

23,189. What is the difference?—They only pay a certain amount on land, one-third of the actual rate on land.

23,190. And still you consider it a grievance?—Yes, we consider it a grievance to pay on land entirely.

Mr. *Griffiths*—continued.

23,191. Can you tell us when the rent was raised upon the farm which you spoke of, Pen-y-fedw Ucha?—It was raised from 36*l.* to 40*l.* within the last three years.

23,192. And entirely on the tenant's improvements?—In my opinion.

23,193. Was that tenant compensated when the farm was sold, for what he had done, and the improvements he had made?—No.

23,194. No compensation whatever?—No. The improvement was in the land, the better cultivation of it.

23,195. Are you of opinion that a tenant should be compensated for a general improvement of the land, as well as in buildings erected?—Yes, I am of opinion he should be.

23,196. He cannot take up those improvements in a twelvemonths' notice?—No, he cannot.

Mr. *Richard Jones.*

23,197. Have you any copy of the agreement used on any of the estates in your neighbourhood?—No, I have not a copy of the agreements.

23,198. Could this tenant claim nothing whatever according to the custom of the country?—Well, we have not a particular custom in that neighbourhood, but, I suppose, he could claim under the Agricultural Holdings Act for the improvement of the soil.

23,199. When did this occur, that the rent was advanced 40*l.*, after the sale?—It was advanced directly after the sale.

23,200. When was the sale?—About three or four years ago.

23,201. There was no claim made under the Act?—No, there was no claim made.

23,202. Did not the tenant consider he had any grounds for a claim?—Well, I do not believe he did consider it, but he considered it a hardship that the rent should be raised, because I believe it is more than the actual value of the farm, and he is a most energetic man.

23,203. I suppose you consider this is the ground of complaint against the Agricultural Holdings Act, that a man would have to leave his farm before he could get any claim?—Quite so.

23,204. Is the Agricultural Holdings Act unsatisfactory in any other sense in the district?—Well, I cannot say. I do not believe it has been ever exacted, or any claims made under it.

23,205. It is not utilised?—No, it is not utilised.

23,206. What is the cause?—Well, I cannot say.

23,207. You think the machinery is cumbersome, I suppose?—Well, yes, expensive and cumbersome.

23,208. You think it ought to be amended?—Yes, I think it ought to be more simple.

23,209. Have you any suggestions to make by way of amendment?—No, I have no suggestions to make.

23,210. You think it ought to be extended in the interests of the tenant farmers?—Yes, in the interests of the tenant farmers.

Sir *John Llewelyn.*

23,211. You are a freeholder living on your own freehold, as I think you said for some generations?—Yes, I live on my father's.

23,212. Is this place, Pen-y-fedw Ucha, in your neighbourhood?—That is my neighbourhood.

23,213. You know the country?—Yes.

23,214. Can you tell me the specific improvements that were made?—Yes, in the soil. He farmed the land better altogether, and laid out the land to great advantage, and it has yielded more crops altogether, and grazes better.

23,215. Was there any reclamation of waste land?—No, I do not think so.

23,216. Any laying down of permanent pasture?—Yes.

23,217. Any making of fences?—Yes, he improved the fences to a great extent.

23,218. Who was the tenant, by-the-by?—William Jones.

23,219. Is he still there?—He is there still.

23,220. Is he aware of the Agricultural Holdings Act, 1883?—I cannot say that, but very probably he is.

23,221. I daresay you know the Act?—Yes, I have the Act.

23,222. Are you aware that under the first schedule he might have obtained compensation for such improvements as I have named?—No.

23,223. If made with the sanction of the landlord, he could claim compensation since 1883, I think, could he not?—I think so, but I do not believe he was aware of it.

23,224. Do you think that if the Agricultural Holdings Act, 1883, was published in Welsh, that the people would take more interest in it?—Yes; it would be of advantage to the Welsh farmers.

23,225. Were there any enlargements of buildings, or permanent improvements upon the land, other than laying down pasture?—No, I do not believe so—not other than laying down pasture and improving the fences.

23,226. Not the buildings?—Not the buildings.

23,227. It is not the custom of the country, I believe. Is it to your knowledge that it is the custom of the country in this part anywhere, that the tenant does repairs to the buildings?—No, I am not aware of any.

23,228. One other thing with regard to Pen-y-fedw Ucha. I suppose land not very distant from the works commands a higher value than that far away?—Yes.

23,229. The population has been increasing in the neighbourhood of this district?—Very little within the immediate district.

23,230. How far away is it from there to Morriston should you say?—Five miles—about four or five miles.

23,231. I want to take you for a moment to the encroachments on Loughor Common. Have you any interest in that district?—I appear for a commoner that has an interest.

23,232. You have not an interest yourself in that common?—No, not myself.

Sir *John Llewelyn*—continued.

23,233. I think you answered the question that you were not aware of any action that has been taken by commoners in respect of their rights?—No, I am not aware of any.

Mr. *Brynmor Jones.*

23,234. Did any question with regard to this waste or common come before Mr. Justice Stirling in the Chancery Division?—I cannot say.

Sir *John Llewelyn.*

23,235. Mr. Cameron is a very old gentleman and does not reside in the country, does he?—No.

23,236. I think we have not seen him for many years. As to the amount of the encroachments on Loughor Common can you speak of your own personal knowledge as to the number of houses built upon what you allege to have been common. I daresay about 100 to 150 houses. There are streets of houses built there.

Mr. *Brynmor Jones.*

23,237. Is there any court held in connection with this manor?—Not that I am aware. There may be. There are courts held by the Duke of Beaufort in my manor.

Mr. *Seebohm.*

23,238. Are there any copyholders?—I should think there are.

Mr. *Griffiths.*

23,239. You have given the name of the landlord of Pen-y-fedw Ucha. What is the name of the tenant?—William Jones.

Lord *Kenyon.*

23,240. Mr. Vincent asks you this question: "Are you aware that the question of the right to "this waste has been tried in the Law Courts?"—No, I am not aware of it.

23,241. "Did not the alleged commoners apply "for an injunction against Mr. Cameron." Do you know anything of that?—No, I do not.

23,242. Then you cannot answer the rest of these questions, I suppose—"Was not an interim injunction refused?'—No.

23,243. "Do you know that Mr. Cameron's "claim is that there are no rights of common "at all, and that he is the absolute owner?"—No, I do not.

23,244. You have not heard that?—No, I have never heard that before.

23,245. "Have you any personal connection "with the alleged common, or have you given "any evidence except upon hearsay?"—I give evidence on behalf of one of the commoners.

23,246. You have some personal connection with it?—Yes.

23,247. "Are you aware that the alleged "common is not in the hamlet of Ty'r Brenin "at all?"—No.

Lord *Kenyon*—continued.

23,248. Then these are questions put in by Mr. Pitt, the solicitor to Mr. Cameron: "Where do you live?"—Gellyfeddan, Llangyfelach.

23,249. "Do you own any land in the manor "in which you say these encroachments are "made?"—Not personally.

23,250. What is the name of the person you represent?—T. Jones Jenkins.

23,251. Is he a relation of your own?—Yes.

23,252. "Where does he live?"—Morriston.

23,253. "Does he own any land in the manor?" —Yes.

Mr. *Brynmor Jones.*

23,254. Has he been in the habit of depasturing his cattle on the common?—He is not a farmer, but the commoners do pasture there on the common.

23,255. But I am talking about Mr. Jenkins. Does he claim any rights?—Yes, he claims common rights for the tenants.

Lord *Kenyon.*

23,256. Does he let his land?—Yes.

Mr. *Brynmor Jones.*

23,257. Has his tenant been in the habit of depasturing cattle there?—Yes.

23,258. For how many years?—This tenant has been there only, I daresay, about nine years, and he has been in the habit of doing so during that time and his predecessor as well.

23,259. What is the name of the tenant's holding; what is the name of the farm?—Pencefnarda.

Lord *Kenyon.*

23,260. This is a further question by Mr. Pitt, "Where is the land situate?"—In the parish of Llandilo-Talybont; it is arable and pasture land.

23,261. Is this within the manor?—Within the manor: the boundary is with the common.

23,262. Is this Mr. Jenkins a relation of yours; is he your brother?—He is my brother.

23,263. You are aware of no action in a court of law?—No, my Lord, I am not aware of any.

The witness withdrew.

Mr. Sydney Pitt called and examined.

Lord *Kenyon.*

See 23,156, 26,701.

23,264. You are a member of the firm of Messrs. Pontifex, Hewitt and Pitt, solicitors to Mr. Cameron?—Yes.

23,265. Your firm practise at 16, St. Andrew's Street, Holborn Circus, London?—Yes.

23,266. You have heard Mr. Jenkins' statement and are prepared to rebut that statement now?—Yes. An action in the High Court of Justice was recently brought—about two years ago—by 15 persons claiming rights of common over the manor of Court-y-Carne for an injunction to restrain Mr. Cameron from enclosing any land. An application was made, or rather a motion for an interim injunction was made by William Lewis, who was originally the sole plaintiff, fully supported by evidence, and the motion was refused. The plaintiffs thereupon abandoned the action and admitted that Mr. Cameron was, as he claimed to be, the absolute owner of all the waste lands of the manor and that there were no rights of common.

Sir *John Llewelyn.*

23,267. When was this?—About two years ago; within the last two years. The action was going on for some time, of course. It is a very small manor and the whole of the land in the manor is believed to have been acquired in the last one or two centuries by the predecessors in title of Mr. Cameron, so that, of course, they became absolutely entitled to any rights of common, if any there were at all previously, existing, and no rights of common subsequently can have been acquired except by prescription and none are claimed that I am aware of.

Mr. *Brynmor Jones.*

23,268. What was the issue raised upon the affidavits?—They claimed rights of common by prescription.

Sir *John Llewelyn.*

23,269. Who were the claimants?—They were people owning land within the manor.

Mr. *Brynmor Jones.*

23,270. Freeholders?—Yes, some freeholders.

23,271. And some tenants of Mr. Cameron's?—No, no tenants of the land.

Sir *John Llewelyn.*

23,272. Can you give me their names?—Yes, I can. It is a question of title, and I was summoned down here at a moment's notice to appear, after an intimation from the Commissioners, and, of course, I have no papers going into the matter. It would be inconvenient to go into the question partially.

Mr. *Brynmor Jones.*

23,273. But all Sir John Llewelyn is asking you for, is the names of the plaintiffs in the action?—Yes, I can give the plaintiffs in the action: William Lewis, John Gibbs, John Williams, Sarah Clement, Annie Morgan, William Williams, David Jones, Thomas Davies, David Rees, John Evans, Margaret Evans, Gabriel Rees, Rees Penry, William Looker, John Looker, Edward Looker, and William Bennett.

Mr. *Brynmor Jones*—continued.

23,274. Was the defendant's case that these people had not exercised rights of common?—That was so.

23,275. It was simply a question of fact?—It was simply a question of fact.

23,276. Is that the writ which you have in your hand?—This is the statement of claim (*handed in*).

Sir *John Llewelyn.*

23,277. Are those people all people who are interested in what we have called hitherto common?—I do not know.

Mr. *Brynmor Jones.*

23,278. All these messuages and lands are within the limits of the manor as I understand?—Yes, except only a small part.

Sir *John Llewelyn.*

23,279. Can you tell us, as a matter of fact, whether the borderers have not used this common land as common land for the last 50 years?—To my belief not.

Lord *Kenyon.*

23,280. Was this a test action?—It is brought on behalf of all persons claiming rights over the common.

Mr. *Brynmor Jones.*

23,281. As I understand it, what took place was this. The writ was issued on the 2nd of March 1892. That was followed by a statement of claim and then the plaintiffs moved for an interim injunction?—Yes.

23,282. The interim injunction was refused and then the plaintiffs discontinued?—That is so.

23,283. Therefore it never came to trial?—Well, it was practically treated in that way—it had practically the same effect as the trial of the action.

23,284. They put the claim in divers ways, both "as of right and without interruption as "appendant to their said messuages and lands "lying within the said manor common of pasture "for all the commonable cattle levant and "couchant in and upon their said lands," and alternatively they claim it under the Prescription Act, alleging first 30 years and then alleging alternatively 60 years for the 30. Then the issue, as I understand from you, was an issue of fact whether or not these people had depastured their cattle?—They raised the question as to whether they had any rights at all. It would be a question of course as to whether they had rights appendant.

23,285. Was it admitted that this was a manor?—Yes.

23,286. Then what did Mr. Justice Stirling say? On what grounds did he base his refusal? Did he affect to decide the whole question, or did he simply say, "I shall refuse the interim injunc-"tion and let the matter go to trial"?—I cannot say on what ground he based his refusal, but I suppose he came to the conclusion that there was

Mr. *Brynmor Jones*—continued

no evidence brought before him to justify *primâ facie* the claim made out by the plaintiffs or to necessitate the grant of an interim injunction.

23,287. As a matter of fact?—As a matter of fact.

Mr. *Seebohm.*

I understand that the refusal of an interim injunction would simply mean that there was no very pressing case, would it not?

Mr. *Brynmor Jones.*

23,288. It might or might not. As I understand, Mr. Pitt, both the plaintiffs and the defendants were practically content to try the issue on the interim injunction?—Well, it was not arranged beforehand, but the evidence was gone into very fully setting up the question of right and title as to it.

23,289. But the evidence was not oral evidence, I understand; it was affidavit evidence?—Yes.

23,290. Was the action settled?—The plaintiffs admitted——

23,291. They simply discontinued. There was no agreement come to between the plaintiffs and defendants?—They withdrew, or their solicitor did, in form afterwards. They came to the conclusion that they could not support it, and the action was settled afterwards. There was a settlement. Some of these people had encroached before, and then they had land, land was given to them.

Lord *Kenyon.*

23,292. Do you put this statement of claim in?—No, I do not put it in, my Lord.

Mr. *Brynmor Jones.*

23,293. With regard to these cottages that Mr. Jenkins has referred to, and the hotel and so on, Mr. Cameron did not, as a fact, approve of the encroachments, but simply exercised the ordinary right of demising his land?—That is so.

Mr. *Seebohm.*

23,294. Do we understand that there is no right of pasture exercised now, that no one puts his cattle on at all?—That is so. Of course cattle stray occasionally.

Mr. *Brynmor Jones.*

23,295. "The plaintiffs here say that the plain-"tiffs and their predecessors in title have at all "times enjoyed as of right and without inter-"ruption as appendant to their said messuages "and lands" commonable rights. Was the defendants' case this, that the plaintiffs have no title to the land and messuages?—Oh, no. It was admitted, or at least it was not disputed, that they were the owners of the land, but it was denied that there were any rights appendant to such lands.

Lord *Kenyon.*

23,296. Is there any exercise of common rights now?—Not that I am aware of.

Lord *Kenyon*—continued.

23,297. The following is a question handed in by Mr. Burnie: "Do you from your personal "knowledge know, as a fact, that people do not "'turn their cattle out on the common now"?—I know it only from information that I have gathered in the course of obtaining evidence.

23,298. "And if they do, what, if any, action do you take"?—I could not answer that. I am up in London and I do not know exactly what the agent does. There are records going back for about a hundred years where fines have been paid for cattle straying on the lands and for people going and cutting rushes.

Sir *John Llewelyn.*

23,299. On the unenclosed part of the manor?—On the unenclosed part of the manor.

23,300. As a matter of fact are you aware whether there are cattle on the common at this moment or not?—I do not know.

23,301. I will call it "common"; I do not want to do so invidiously at all, but it always has been called "common" to my knowledge. As a matter of fact, you do not know whether the cattle are turned out or not?—I quite understand that Mr. Cameron would not take objection to allowing it, so long as his rights were not interfered with, but he is only tenant for life.

23,302. Is he not the lord of the manor?—He is only tenant for life, so that of course it would not prejudice the rights of the reversioners.

Lord *Kenyon.*

23,303. Mr. Jones Jenkins says, "The Gover- "nors of Queen Ann's Bounty have informed "me that the farm Pencefnarda has right of "pasturage over commons." Do you know whether that is so or not?—I do not. I should dispute it.

23,304. Mr. Vincent asks, "You have been "asked whether certain allegations were denied. "I suppose, as a fact, that no defence was ever "delivered, and that the interim proceedings "settled the whole question? Is that so"?—That is so.

Professor *Rhŷs.*

23,305. Could you say when the last court was held?—There are no courts held at all.

23,306. How did they collect the fines which were ordered to be paid?—They were paid to the lord. People applied for leave to cut rushes, and he granted them leave to do so upon payment of a certain fine. It was in the nature of a demise or license to do certain acts on his private land.

Lord *Kenyon.*

23,307. The Commissioners wish to have this statement of claim in the case of *Lewis and others* v. *Cameron and others*, put in. I suppose you have no objection?—I think not, my Lord. (*The statement of claim handed in.* Vide *Appendix.*)

Mr. *Brynmor Jones.*

23,308. What is the acreage of this land?—Speaking from memory I should say it is about 200 acres roughly. I may state that it is not in the hamlet of Ty'r Brenin as stated by the last witness. It is a manor of Court-y-Carne; it is a small manor.

Sir *John Llewelyn.*

23,309. But in which hamlet is it? Is it in Loughor or in Ty'r Brenin?—I cannot say.

23,310. It is usually known by the name of Loughor Common?—That is what it is usually known as.

23,311. The manor of Court-y-Carne extends over a larger area than that?—That is so. Might I ask if any further evidence is to be given in respect of the manor?

Lord *Kenyon.*

23,312. That lies with you?—There will be no further evidence so far as Mr. Cameron is concerned.

23,313. So far as we know, there will be no further evidence from you, I understand?—No further evidence.

On the other hand, I cannot say as to what evidence there may be. We have had no notice of any further evidence.

The witness withdrew.

Mr. H. A. CHAPMAN called and examined.

Lord *Kenyon.*

23,314. You are the Mayor of Swansea?—I am.

See 5100–5.

23,315. You wish to give evidence respecting some common land at Plasmarl?—Yes, my Lord.

23,316. Would you proceed with your evidence?—It is a very large piece of ground that has just lately been brought into the borough by the Swansea Corporation Act, 1889. As I understand there are about seven or eight copyholders who have the rights over this common. The land is known as being in the fee of

Lord *Kenyon*—continued.

Trewyddfa, situate in the parish of Llangyfelach, and it forms part of the manor of Pennard. One of our principal roads, the road to Morriston, goes through this common. At different times, as I understand, there have been people who have squatted there, and the agents of the Duke of Beaufort have claimed a very small sum—some very trifling sum—for a certain number of years, and this constituted, as it were, a freehold. Others again, as I understand, have squatted there and just made a sort of garden, and one or two outhouses, and a wall round it, and have

Lord *Kenyon*—continued.

paid no fees either to the Duke or anyone else, after having occupied it for, say, 12 years, or something of that kind, they have now constituted a freehold, and they are the owners of it. I understand it has been nobody's business to interfere with this matter, except, perhaps, the agents of the Duke, who made very small claims for fees, and, therefore, they have constituted the right of the Duke afterwards to grant leases. I say it has been exceedingly difficult to obtain any information with regard to this matter. As you can understand, it is not to the interest of those who have taken this part to give us any information. Then again, those who have a right to interfere, have told me personally that they have not cared to do so, to set themselves in opposition to the interests of the Duke. In fact they have preferred to let the matter go on rather than take any action in it. It seems to me that the right thing to do in the matter would be to have some court or some office whose right it would be to interfere, and to step in so as to prevent anything of this kind. Of course, I do not know the law upon the matter, or what is now the procedure for the purpose of taking up the matter. This is a very large piece of ground. I understand it is something about 70 acres at the present time. I have been told, that the land both at Trewyddfa and Treboeth is over 200 acres. I do not know how much of that has been taken, but I understand a portion of Morriston is built upon this land, so that the greater part of it, if my information is correct, has been taken away from the common. The corporation of Swansea having only just entered into it, they have thought it right to send me here to enter a protest against any further portion of the land being taken, and to prevent any further encroachment. It would be very beneficial to have sanitary arrangements for a plot of ground like that to be built upon, and which was in the immediate neighbourhood of, and is now enclosed in the borough.

23,317. Are you aware of that Act of Parliament which Mr. Brynmor Jones mentioned just now?—No, my Lord.

23,318. It has not actually come into effect, I think; it comes into effect on the 1st of January?—I am not aware of it.

Mr. *Brynmor Jones.*

23,319. It is in operation now. By the second section it is provided that "an enclosure, or ap- "provement of any part of a common purporting "to be made under the Statute of Merton and "the Statute of Westminster the second, or "either of such statutes, shall not be valid "unless it is made with the consent of the "Board of Agriculture." The third section is: "In giving or withholding their consent under "this Act, the Board shall have regard to the "same considerations"?—And who would set "that in motion, may I ask?

23,320. Well, it would be set in motion, I take it, in this way, that if any further encroachment

Mr. *Brynmor Jones*—continued.

or enclosure takes place upon this Plasmarl Common, and you, Mr. Mayor, were to become aware of that fact, it would be for you to bring it to the notice of the Board of Agriculture, I suppose?—I take it that would meet what we need in this matter, then. In the past the brinkers, or the old copyholders, have been afraid, to put it in plain words, to move in the matter, but I take it that as a corporation we would not have so much to fear, nor have so much interest at stake in setting in motion an Act of that kind which you have just suggested.

23,321. But, as I understand it, your point is that you wish to preserve this as an open space?—Oh, no; to preserve the rights which at the present time the corporation have; they have now certain rights over the land.

23,322. But take this waste of a manor. As I understand your point, the only rights ordinarily that would exist would be the rights of the persons, tenants of the manor, to exercise their rights and depasture their cattle upon it?—I do not know how much pasture there is there now. It might revert to pasture again in case the works were taken away, which Heaven forbid. But, still, I take it that we have certain rights over the surface of it as copyholders.

23,323. Who are copyholders of this manor?—I believe there are about six or seven, or eight, of which the corporation is one.

23,324. That I did not understand. The corporation has property within this manor, has it?—Yes. We are one of those that have rights. We have lately acquired it—not through the Act I spoke of. The Act I spoke of brought it within the borough, which also constitutes the claim that the corporation may have upon it, but through the kindness of the father of Sir John Llewelyn, the park of Cnapllwyd was given to the corporation, and our trustee, Mr. William Thomas, of Lan, is the one who should conserve our rights over this common land—rights that devolve with the park. It was a portion of those that contained rights of incorporation. I think that is right, Sir John?

Sir *John Llewelyn.*

23,325. I did not quite follow what you said?—I am speaking about the kindness of your late father; he presented us with a park, and that constituted our right then as one of the copyholders over this portion of ground.

Lord *Kenyon.*

23,326. I think, Mr. Mayor, this Act of Parliament very nearly fits in with your suggestions, does it not?—Yes, it does.

Sir *John Llewelyn.*

23,327. I am not aware that the encroachments on the Treboeth and Plasmarl Commons have been large, have they?—It is very difficult to find those who have complaints.

23,328. Of course I am only speaking of recent years—within your memory?—Oh, yes, a good

Sir *John Llewelyn*—continued.

deal of land has been enclosed there, houses and gardens, and I believe some works have been erected upon it, and for a certainty the Great Western Railway Company has made a purchase, presumably from the Duke of Beaufort.

23,329. In respect of their works?—No, in respect of their railway.

23,330. In respect of their railway, I suppose you would hardly contend against the claims of the Duke?—The Great Western Railway from Swansea to Morriston has gone over that portion between the road and the canal.

23,331. You would hardly contend against that being done by someone. Railways must be made, even across wastes of manors?—Oh, yes, but what I contend is that it is not the Duke alone who has a right to receive payment for it.

23,332. With regard to encroachments for buildings, who in the first instance made those encroachments—squatters, or the Duke himself?—Well, it is difficult to obtain information, but I should think it first of all began with squatters. I understand that certainly within recent years the Duke has not granted leases. What it is beyond that I am not able to say, except that the land has been taken, and that the Duke, as I understand, is receiving the rents.

23,333. May I come back to the question I first put to you, perhaps not sufficiently clear. Are you aware of any squatters having made encroachments of recent years?—Oh, yes.

Mr. *Brynmor Jones.*

23,334. One word about this Act of Parliament. I do not want you to think, from what I put to you, that the powers of the Board of Agriculture are greater than they really are. The effect of the Act is this, that before the lord can enclose the common land he must get the consent of the Board of Agriculture. If, then, there is any enclosure without the consent of the Board of Agriculture, any person interested may take his legal remedy, and then the lord would not be justified under the Statute of Merton?—But what would be the effect of the evil that has been in the past being continued in the future? That is to say, a person will just put up a wall (as has been done) and enclose a small piece of ground, and put a shed upon it, and by-and-by will enclose a bit more, and so on.

23,335. You say the corporation are copyholders of the manor?—One of them.

23,336. Then as one of the copyholders of the manor, you would have your legal remedy, and if it is attempted to justify on the ground that the Duke of Beaufort as lord of the manor has given his consent and approved under the Statute of Merton, the answer is that the Board of Agriculture has not given its consent, which would be a perfect answer. However, I do not think it is convenient to give legal advice on a purely hypothetical case?—I can quite see that.

Mr. *Brynmor Jones*—continued.

23,337. I am only construing this Act in a general way?—I understand the Duke has also erected stones there, with his initials upon them, marking the boundary. I do not know whether that will entitle him to have possession of it after it has been there a certain number of years.

Mr. *Seebohm.*

23,338. Is it simply on the question of compensation that you have been wronged in this case, or is it that you wish to prevent the enclosures?—We desire to prevent any further encroachment upon the land by one single party. I do not know whether I am right, but I take it that the ownership of the land is just between the copyholders and the lord of the manor. Up to the present the lord of the manor, it seems to me, has received the whole of the benefit of the land that has been encroached upon, except in instances where those who have encroached have refused to pay the Duke, and have obtained possession of the property, as I understand some have.

23,339. I understand that, but there is a further question, is there not, as to how the advantage or the compensation should be divided between the Duke and the copyholders. Now do you understand that hitherto the copyholders have not received any compensation?—They have not received any.

23,340. Do you think the compensation that they should receive would be at all large? Would it be worth very much?—I take it that this estate being in the neighbourhood of Swansea, at the present time could not be worth much short of from 35,000*l.* to 50,000*l.* as building ground.

23,341. So that it is a point of considerable importance to the corporation—I mean as to pecuniary value—to what extent they have a right to participate in the advantage of any of these enclosures that have been made?—Yes, I think that is one thing that we should consider too.

Lord *Kenyon.*

23,342. One question is handed up by Mr. Vincent: "Are you aware that interference with squatters is sometimes regarded as a hardship"?—By the squatters I have no doubt.

The witness withdrew.

Lord *Kenyon.*

Do the Duke's representatives wish to make any rebutting statement?

Mr. *Glynn Price*

Yes, my Lord, I should wish to make a statement

Mr. F. H. Glynn Price called and examined.

Lord *Kenyon.*

6042– 23,343. You are agent to the Duke of Beaufort?—Yes. I wish to rebut certain statements made by Mr. Hartland in his evidence given in London on the seventh day of the inquiry.

23,344. Have you anything to rebut in this statement of Mr. Chapman's?—It has come upon me rather suddenly, but I should like to state generally, that I have arranged for the Duke all the leases that have been granted in that district for the last 13 years, and that no land which has been enclosed during that time, or indeed within my recollection, has been leased.

23,345. Now you wish to rebut some evidence given in London?—Yes, it begins at question 6050 on the 7th day. There Mr. Hartland said with regard to the Swansea Vale Railway crossing certain streams and the River Tawe, that no further steps were taken by the Duke in the matter. I should like to state that the Railway Company took a conveyance of the beds of these streams, which was dated the 28th of December 1874.

23,346. Was that subsequent to this statement of Mr. Hartland's?—No, it was just about the time, I take it, when the railway was made.

23,347. Then you wish to rebut some other statement?—At question No. 6053 Mr. Hartland stated that the Duke was not a riparian proprietor, and that he granted a lease for the erection of a bridge, by the Guéret's Graigola Colliery Company, with a stipulation that they were not to take goods across, belonging to any one other than the Company. Now there was no lease granted. The bridge was erected under the agreement comprised in this letter dated 23rd January 1892, in which there is no restriction as to what should be carried over the bridge or who should carry it.

23,348. Then that statement is incorrect?—That is incorrect. I hand in the letter:—

Bridge at Clydach.

"Cardiff,

"Dear Sir, 23rd January 1892.

"I hereby undertake to pay the sum of 5*l.* (five pounds) annually from Michaelmas, 1890, during the time the above bridge is maintained. Hoping this undertaking will be sufficient,

"I am, dear Sir,

"Yours faithfully,

"L. Guéret.

"F. H. Glynn Price, Esq.,
Longlands Place, Swansea.

"P.S.—If you require this undertaking worded differently kindly let me know, and I am prepared to meet your views."

23,349. Then you wish to contradict a statement made in answer to Question 6058?—Yes. I wish to state that Mr. Hartland was utterly incorrect in his statement that 500*l.* was paid to the Duke of Beaufort in respect of the license to grant certain leases referred to there. The actual amount paid by Messrs. Calland to the Duke of Beaufort, as appears by the books, of which I have custody, was 1*l.* 1*s.*, and I would wish to point out here that the 1*l.* 1*s.* was not in respect of a license to grant a particular lease or two or three leases, but in respect of 76 leases which had been granted prior to the license being applied for.

Lord *Kenyon*—continued.

23,350. Then they did not pay the Duke 500*l.* at all?—No, they paid 1*l.* 1*s.*

23,351. Then you have something to say as to Mr. Hartland's reply to question 6063?—I wish to put in a copy of the correspondence which passed relating to this matter, and I think that this correspondence will throw a different light upon what took place to that shadowed forth by Mr. Hartland in his remarks.

23,352. Which part of Mr. Hartland's statement do you refer to?—To the whole of his answer to question 6063. Would your Lordship like me to read the letters that passed?

23,353. I think, perhaps, the statement had better be read first. (*Mr. Hartland's evidence as given in Q.* 6063 *was then read.*) That is what you refer to?—That is what I refer to.

23,354. Do you put in the correspondence?—Yes. Would your Lordship like me to read it?

23,355. If you please?—The matter begins with a letter of the 6th of December 1878, as follows:—

"13, Castle Street, Swansea,

"Dear Sirs, 6th December 1878.

"I enclose herewith original lease from His Grace the Duke of Beaufort to Messrs. Richards and Williams of land, &c., at Graig, Trewyddfa, and shall be obliged if you will endorse thereupon a license for Messrs. Richards and Williams to underlease to Mr. David Owen, of Martin Street, Morriston, accountant, a portion of the land comprised in plot No. 2 on the plan endorsed on the lease, and also a second license for Mr. David Owen to demise the same premises to the Landore Permanent Benefit Building Society by way of mortgage.

"Pending the granting of the license may I trouble you to own the receipt of the lease.

"Yours truly,

"E. Austin Williams.

"Messrs.
"Watkins, Baker, Baylis & Baker,
"Solicitors,
"11 Sackville Street, Piccadilly."

The next letter is under date 7th December, 1888:—

"Richards and Williams' Lease.

"11, Sackville Street, London,

"Dear Sir, 7th December 1878.

"This lease with your letter is to hand, but we are unable to advise the Duke of Beaufort to grant the licenses for which you apply.

Lord *Kenyon*—continued.

Experience has shown that when leasehold property is split up and underleased as you propose, that the original lessee disappears, and there is no one to pay the rent and to be responsible for the permanence of the covenants. The consequence is that the parties take the benefit but avoid the obligations of the lease and in consequence of some cases which have happened it has become necessary to decline giving authority so to deal with the property.

"What was done under the license granted in 1873? If it would be any accommodation to the parties that the old lease should be surrendered and two new ones granted that could probably be arranged. We should be glad to meet your client as far as possible, but underleasing is out of the question.

"Yours truly,

"Watkins, Baker, Baylis & Baker.

"E. A. Williams, Esq."

That is followed by another letter, dated the 1st of January 1879:—

"13, Castle Street, Swansea,

"Dear Sir, 1st January 1879.

"My clients, Messrs. Richards and Williams, do not feel disposed to go to the expense of surrendering their lease and having fresh ones granted as proposed at our interview and they desired for the present to have their lease returned. Will you have the kindness to return it at your earliest convenience?

"I have strongly advised these parties to carry out what you and I suggested should be done, but they either do not feel disposed to do so or do not care to go to the expense.

"Wishing you the compliments of the season,

"I am, dear Sir,

"Yours faithfully,

"E. Austin Williams.

"C. Baker, Esq."

The next letter is one dated the 3rd of January, 1879:—

23,356. Do you think you could give us the substance of these letters, as we have several other witnesses?—I should like to read this next one if you will permit me, because it was upon this, I think, that Mr. Hartland made his statement in answer to question 6168. He construed this letter I take it into a threat according to that answer, and, therefore, I should like to read the letter, as it appears rather differently with the letters preceding and following it than it does when taken by itself:—

"Richards and Williams.

"11, Sackville Street, London,

"Dear Sir, 3rd January 1879.

"I return you this lease as requested. It must be understood that no breach of covenant as to assigning or underleasing will be allowed.

"Yours truly,

"C. Baker.

"E. A. Williams, Esq.,

"Swansea."

Lord *Kenyon*—continued.

The remaining letters are as follows:—

Richards and Williams.

"13, Castle Street, Swansea,

"Dear Sir, 4th January 1879.

"I have received this lease, for which I am obliged. I am sorry that you have been so bothered in the matter.

"Yours faithfully,

"E. Austin Williams.

"C. Baker, Esq."

(25/1867.)

"Swansea,

"Dear Sir, 8th January 1879.

"I forward Messrs. Richards and Williams' lease for license to demise by way of mortgage to the Morriston Provident Building Society. This lease has been before you on a previous occasion; it was left at my office today by Mr. Hartland.

"Yours truly,

"Chas. Baker, Esq. Fras. Price."

Richards and Williams' Lease.

"11, Sackville Street, London,

"Dear Sir, 11th January 1879.

"Mr. Price has sent us this lease with instructions for a license to demise by way of mortgage. We have already been in correspondence with Mr. E. A. Williams on this subject, and have explained to him that we can only prepare a license to assign and not to demise. If parties take the benefit of the property they must also undertake its responsibilities. Awaiting your further instructions,

"We are, Dear Sirs,

"Yours truly,

"Watkins, Baker, Baylis & Baker.

"Messrs. Hartland, Swansea."

Richards and Williams' Lease.

"11, Sackville Street, London,

"Dear Sirs, 18th January 1879.

"We are waiting your instructions in this matter.

"Yours truly,

"Watkins, Baker, Baylis & Baker

"Messrs. Hartland."

"Morriston Collieries,

"Near Swansea,

"Dear Sir, 24th January 1879.

"If I understand the application of Messrs. John Richards and William Williams, the piece of land divided into three parts (not equally), they want three leases, one for William Williams at a rent of 3*l.* 3*s.*, one to David Owens, rent 1*l.* 1*s.*, and one to William John Lewis, rent 1*l.* 1*s.*, one lease to John Richards and William Williams on the piece of land coloured red, jointly at a rent of 1*l.* 1*s.* They having underlet this under a previous lease to the

Lord *Kenyon*—continued.

parties named in the underleases they will be required to grant new underleases to those parties, and they presume you will grant licenses for their doing so, the exact measurements they must get to put on the new leases. I will let my surveyor see to this to assist Mr. Price. By this arrangement there will be no difficulty as to the payment of the ground rent as they get more than they pay for coloured red.

"They are at a stand in building as they get the money from a building society.

"I am, Dear Sir,

"Yours very truly,

"John Glassbrook.

"Chas. Baker, Esq."

Richards and Williams.

"11, Sackville Street, London,

"Dear Sir, 24th February 1879.

"These gentlemen propose surrendering their lease, dated 23rd July 1867 (25/1867) and taking four new ones for 60 years from the present time at 6*l.* 6*s.* a year instead of 5*l.* 5*s.* I send you the drafts on which are the plans which please put upon the skins and send to me with as little delay as possible.

"Yours truly,

"F. Price, Esq. C. Baker."

"Richards and Williams.

"Swansea,

"Dear Sir, 25th February 1879.

"I am in receipt of yours of yesterday's date, stating that they propose surrendering their lease dated 23rd July 1867 (25/1867) and taking four new leases for 60 years at 6*l.* 6*s.* a year instead of 5*l.* 5*s.*

"The drafts, together with the plans, have come safe to hand. I will have the plans put upon the skins as soon as possible and send them to you.

"Yours truly,

"Chas. Baker, Esq. Fras. Price."

23,357. Have you anything further to rebut?—Then in answer to question 6106, Mr. Hartland stated that only building leases for 60 years were granted by the Duke. I should like to make it clear that from 1888 down to the present time the leases have been for a term of 99 years.

23,358. Are the covenants all of them of a very onerous description?—I consider not, I think they are usual.

23,359. Then you wish to say something more with regard to question 6391?—I understand that the corporation have handed in a copy of the deed; therefore, perhaps, it will not be necessary to go into the matter, but I have a plan here on the Ordnance scale of 25 inches to the mile, showing where the line CD mentioned in the deed crosses the dock. It may be of some use to the Commissioners, and I will put it in (*handing in plan*).

Lord *Kenyon*—continued.

23,360. Is there anything further you wish to say?—No, I have nothing further.

Mr. *Brynmor Jones.*

23,361. There is very little difference of fact between you and Mr. Hartland with regard to these Ynispenllwch tinplate works?—It was the Guéret's Graigola Colliery that I referred to. I have not raised any point on the previous question.

23,362. The only difference between you and Mr. Hartland is, as to the alleged stipulation that the lessees were not to take across goods belonging to anyone else?—That is so, and as to the question of a lease having been granted; as no lease was granted.

23,363. Then with regard to the answer to question 6058, do you say that Messrs. Calland had not to pay any fine at all?—I say they had to pay 1*l.* 1*s.* fine, but not 500*l.*

23,364. That 1*l.* 1*s.* was for the cost of granting the license?—As I read it here, it says that they were compelled to pay a fine of 500*l.* and the costs of granting the license.

23,365. Do you know whether or not any demand was made for a fine of a considerable amount?—Not more than 1*l.* 1*s.* and the cost of granting the license.

23,366. With regard to the case of the lease of part of Trewyddfa, as I understood the correspondence, Mr. Baker did refuse to grant a license to underlet?—Yes, that is so.

23,367. He did refuse, and that was Mr. Hartland's point?—The correspondence shows exactly what took place.

23,368. The ground of it I understand was that it was against the interest of the Duke?—Yes, I understand that probably was the case.

Mr. *Griffiths.*

23,369. You say that there have been no leases granted?—No.

23,370. Have any houses been built without leases?—There may have been some, very few. As a rule people like to have a lease when they build.

23,371. It is rather a strange thing that anyone should build a house on land without any security?—Such things do happen sometimes. It rather shows, I think, the confidence that a person who builds a house without a lease, has in the landlord when he does so.

Sir *John Llewelyn.*

23,372. Who made the railway over the Trewyddfa?—The Great Western Railway Company.

23,373. Did they pay for the land?—Yes.

23,374. Did they pay it into court?—No, I think they paid the Duke. It was a very small piece of waste that they took.

Sir *John Llewelyn*—continued.

23,375. Was any claim made by the owners at that time?—Not to my knowledge.

23,376. With regard to the buildings on Trewyddfa, do the tenants pay rent to the Duke?—In most cases. Most buildings are now being put up under leases.

23,377. Now?—Yes.

23,378. But the old ones?—Oh, yes, they pay small rents to the Duke for many of them.

23,379. Were they made in the nature of encroachments off the common without the sanction of the Duke, or with the sanction of the Duke?—The greater part of them were made by lessees of the Duke who held land in the neighbourhood, and were working the Duke's collieries, and they were made to supply house accommodation for the people who were then engaged in those works and in the collieries.

23,380. At that time when a house was built, they begin at once to pay rent to the Duke, or not?—The lessees of the collieries and the works paid some small amount; I think, speaking from memory, it was about 2*s.* a house per annum which was paid to the Duke.

23,381. Do you sanction any enclosures now on the commons?—Occasionally small ones, but not to any great extent. I should say I do not encourage any one to enclose. If a man encloses, I hardly like to pull down his enclosure, because it might cause a hardship after he has laid out money in putting up fences and that kind of thing.

23,382. How soon do you obtain a rent?—Generally as soon as I notice the enclosure has been made.

Mr. *Seebohm.*

23,383. Are you aware of the Act that has been recently passed?—Oh, yes.

Mr. *Seebohm*—continued.

23,384. Do you think that that will interfere with the previous course of action on the estate?—No, I think not.

23,385. You think that you will have under that Act now to get the consent of the Board of Agriculture to each one of these leases, to every encroachment, in fact?—Yes; well, they are very few, as I have stated, and I think the Board of Agriculture would very probably be satisfied that they were for the benefit of the public generally, and so would grant their consent.

Mr. *Brynmor Jones.*

The Act is not retrospective.

Mr. *Seebohm.*

No, I mean as to the future.

23,386. So far as the management of this particular estate is concerned, you do not disapprove of the interference of the third party, the Board of Agriculture, in such cases?—Of course, it will rather complicate matters, but I think it will not have any serious effect upon the procedure.

Sir *John Llewelyn.*

23,387. In respect of these enclosures or encroachments which you speak of, have you any agreement with the tenants as to them?—Generally a verbal agreement.

23,388. Generally a verbal agreement?—Yes.

23,389. Not in the nature of a lease or a written agreement?—Not as a rule. In some cases we do. There is no invariable rule.

Lord *Kenyon.*

23,390. Have you anything further to add?—I put it in the form of lease which is usually granted by the Duke with regard to building properties. (*Document produced.*)

The witness withdrew.

Mr. Osborne Sheppard called and examined.

Lord *Kenyon.*

23,391. You have been 27 years agent for Mr. Vaughan Lee and others?—Agent for the Vaughan and Vaughan Lee estates and others.

23,392. For what district do you speak?—For Glamorganshire, part of Breconshire bordering on Glamorgan, and part of Carmarthenshire. I include in my evidence the property of Mrs. Gwyn, of Dyffryn.

23,393. Will you specify the acreage of the estates to which your evidence refers?—About 15,000 acres in Glamorganshire, about 4,600 in Breconshire, and 1,130 acres in Carmarthenshire, altogether about 20,000 acres.

23,394. As to sheep runs, have you anything to say?—The rights of pasture over sheep runs

Lord *Kenyon*—continued.

are usually appurtenant to the farms bordering on the mountain runs, and the right of pasturage is vested in the tenants of the farms, who are expected to turn out only the cattle and sheep which can be wintered on their farms.

23,395. What is the effect on the rents of adjacent farms?—Naturally being appurtenant to the farm, and the right vested in the tenant by reason of his tenancy, it would tend to increase the rent of the farm.

23,396. Then as to its effect on the farmers?—It enables a tenant of a farm to keep a larger flock of sheep than he otherwise could do, and of course more cattle.

Lord *Kenyon*—continued.

23,397. Have you anything to say about management where land is held by small or large landowners?—I think that so much depends on circumstances. As a rule large estates are better managed than small. With regard to non-resident landlords, if the management of their property is entrusted to able agents, I do not think their not being resident has the smallest effect.

23,398. And as to differences of creed or politics or language?—So far as my experience goes it does not make the smallest difference. On the properties of which I have the management, almost all the tenants (I think there are very few exceptions) are Nonconformists. With regard to their politics I cannot speak. Almost without exception they are Welsh, I do not think there are any English tenants.

23,399. With regard to the capacity of agents, what have you to say?—With regard to that, of course it depends very much upon the owners of the land. They are not likely to employ agents who are not capable of managing their property.

23,400. Then what is the usual date of entry?—There are three terms, February 2nd, March 25th, and September 29th.

23,401. What are the terms of tenancy?—As a rule the tenancy is from year to year, either by agreement or parole, now chiefly parole. On the Dyffryn estate there is a very considerable area as to which some years ago leases were granted by Mr. Gwyn, which amounts almost to a quarter of the whole estate. The leases are in some cases for very long terms. There is one of 99 years, one of 80 years, nine of 70 years, five are for lives, eight are for 60 years, and four are for 21 years; altogether 28 leases. The area in lease is 2,028 acres. That estate is in Glamorganshire, Breconshire, and Carmarthenshire.

23,402. How does the rent compare with that of the year-to-year tenants?—It is very similar. I do not think it makes the smallest difference.

23,403. Would they receive abatements when the year-to-year tenants receive abatements?—They have received abatements, and not only have they received abatements, but in many cases they have been assisted in repairs for which they were responsible.

23,404. They are repairing leases?—They are repairing leases. Of course in these long terms they naturally would be.

23,405. Do you think they are better off under those leases?—No, I cannot say that they are. I do not think they are. Some of them have offered to give up their leases and revert to the year-to-year tenancy.

23,406. Is there any general demand for leases?—None that I am aware of.

23,407. Is the yearly tenancy considered secure?—Certainly, perfectly secure. I do not know whether you would like me to hand in this statement of particulars of the Dyffryn leases. (*Witness handed in a tabular list of* 28 *leases, of which* 1 *was for a term of* 99 *years,* 1 *for* 80, 9 *for* 70, 8 *for* 60, 4 *for* 21, *and* 5 *for lives.*)

23,408. How do the leaseholders take care of their buildings?—Well, that I think is the difficulty. The buildings are not as well cared for under leases as they are, of course, where the landlord is responsible for repairs.

23,409. Are changes of tenancy frequent?—On the properties of which I have the management they are not at all frequent.

23,410. Do the members of the family succeed?—As a rule. If there is a son, or a married daughter, who wishes to take the farm, it is invariably offered to them.

23,411. Do you know any cases of hardship on these estates?—None whatever.

23,412. Have you anything to say about the resumption of occupation, or about timber cutting?—Where there is any resumption of occupation, the tenants are compensated, and the compensation usually given to them is very much in excess of the ordinary rental of the farm.

23,413. Is notice given?—Yes, a reasonable notice. Sometimes, of course, small pieces of land are taken up for building, just a few yards. Then, perhaps, the notice will not be very long.

23,414. Have you had any difficulty with regard to that?—None whatever.

23,415. As to agreements?—There are some agreements, but as a rule I think they are now parole agreements. Father succeeds son, and there is no agreement given to the son. I hand in a copy of each of the agreements of the estates which I represent. (*Four agreements were handed in.*)

23,416. Do they contain any oppressive clauses?—None whatever.

23,417. Any penalising clauses?—None.

23,418. And you invariably give a copy of the agreement?—Certainly.

23,419. How is the rent fixed?—By valuation.

23,420. At a gross sum?—At a gross sum.

23,421. Is the rent uniform?—I think so. I have never had any complaint that it is not so.

23,422. Is the rent of the smaller holdings higher?—Slightly higher. Of course the cost of maintenance of buildings accounts for that.

23,423. Are there any other services required of the tenants?—None, with the exception of the haulage of materials when the landlord repairs.

23,424. Is that the usual custom?—I think it is the invariable custom—almost invariable. In some cases the landlord does haulage. In some cases where a tenant has not any horses, the landlord would do the haulage. No tenant would have to pay for haulage. If he could not do it himself he would not be expected to find it.

23,425. Have you had any complaints about haulage?—None at all. The tenants are always perfectly ready to do the haulage.

Lord *Kenyon*—continued.

23,426. Have you any instance of compensation for haulage in the case of a tenant leaving soon after repairing?—I have compensated a tenant where he has left, but it has always been where he has left of his own accord. Oh, yes, I have done that.

23,427. Then the farms, you say, are not let to the highest bidder?—Certainly not. I never let a farm to the highest bidder.

23,428. Have you had any cases of arbitration as to rent?—No, none at all.

23,429. Has it ever been demanded?—No, never.

23,430. How are the rents varied?—The rent is varied by agreement, if it varies at all. I have compared the present rental of a portion of the Vaughan Lee estate, amounting to about 3,400 acres, with the rental of 50 years ago, and I find that on that large area the difference in favour of present rental is 50*l.* 10*s.* In six cases the rents are the same, in four they are slightly higher, in five they are lower, and in one the area has been slightly increased by purchase, and the rent has been slightly increased. I hand in a statement giving these particulars.

Mr. *Seebohm.*

23,431. Will you give us the total rent now of the 3,500 acres?—The present rent is 999*l.* 10*s.* The rent 50 years ago was 949*l.*

Lord *Kenyon.*

23,432. Have you had any reductions or abatements made on these estates?—Oh, yes. With regard to the other properties, the Rheola estate, Mr. Vaughan's estate, I cannot make the same comparison, for this reason, that when the estate was purchased in 1815, the whole of the property was let at nominal rents, amounting to 10*d.* an acre. These rents were for lives, and as they fell in, of course the rents were re-adjusted to their present rental. But before the property was purchased, the purchaser engaged a valuer to value the estate. That was in 1814, the year before the purchase, and the value then put upon this area was 1,226*l.* 11*s.* 6*d.* The present rental is 988*l.* 7*s.* 1*d.*, so that we have not got up to the rental at which it was valued in 1814 by over 200*l.* There are some portions of this that have been planted and some that have been built over. In that case I have adopted the valuation of 1814, and have so entered it here, of course I did not include the building rents. The same remarks apply to the Dyffryn estate; I find the same state of things existing there. 2,030 acres in 1818 were let at 138*l.* 18*s.* 4*d.*, that amounts to 1*s.* 4*d.* an acre. I saw that Mr. Ellis in his evidence at Bala stated that the rent roll of Glamorganshire had increased 36 per cent. If this state of things existed on many properties, I am only surprised that the increase is not very much larger. I do not know whether it would interest the Commissioners to look at some of these old leases, they are relics of the past. (*The witness handed in several leases.*) Then with regard to abatements, I, perhaps, may mention other properties. Here is a property belonging to the Vaughan Lee estate, which was purchased in 1864, something, over 1,000 acres. The rental when it was purchased was 453*l.* 13*s.* 6*d.*—the farm rental—it is now 394*l.* 17*s.* The gross rental per acre is 8*s.* 4*d.* In 1872 the same owner purchased an estate in the neighbourhood of Llantrissant from Lord Shrewsbury. The rent roll of that was 285*l.* It is now 233*l.*, so there has been a considerable falling off there.

Lord *Kenyon*—continued.

23,433. With regard to notice for abatements, do you give notice?—No; there has been no notice given, but there has only been one abatement. I prefer permanent reductions to abatements because a tenant gets the benefit, which he does not get from abatements.

23,434. In the rates, you mean?—He gets abatements in the rates; but tenants know perfectly well that if it is inconvenient to pay the rent on the rent day, they will get time given them. I have constantly told tenants not to sell their stock, if the markets are low, in order to meet their rents. I have always given them reasonable time.

23,435. You say there have been slight fluctuations in rent as matter of arrangement between the agent and the tenant?—That is so.

23,436. But there has been no revaluation of the estate within the past 50 years?—There has been no revaluation of any sort or kind.

23,437. What do you say have been the chief fluctuations in prices affecting rent?—The fall in the value of wool is, I think, the chief produce of this district which has affected rents. There have, of course, been times of depression and greater prosperity, but up to 1873 the rise in price of meat was very pronounced. From then till 1885 prices fell off slightly, still remaining high. From that time until now prices have fallen and are now probably about the same as they were 40 years ago, but higher than 50 years ago. Poultry, eggs, and butter have advanced very considerably in price; so also have live stock and horses.

23,438. Then, your rent days?—The rents that fall due on the 25th March are generally received in July, and the September rents in December.

23,439. Now as to the preferential claim for rent; what is your opinion as to that?—I think it has a very beneficial effect upon the tenant, because if it did not exist owners of land would naturally collect their rents quarterly, and would not give the tenants the long credit which they give now.

23,440. They might even exact a beforehand rent?—Yes.

23,441. As they do in Scotland, I understand?—Yes, in some cases.

23,442. As to other charges on land what do you say?—Tithes, land tax, and local rates are usually paid by the tenant; chief rents and income tax, of course, by the landlord.

23,443. Then as to local rates?—That varies very considerably. In some districts I have no doubt the rates have been higher, but I have carefully examined the rates of the Neath Union, which is the union in which I live, and in which a large portion of this property is situated, and

Lord *Kenyon*—continued.

I have carefully analysed it. I have gone back from 1870 up to last year, and taken periods of seven years. I find that out of 22 parishes, in 11 the rates are lower, 2 are about the same, and 9 are slightly higher. Of course, there is no doubt the amount of money spent is very considerably larger, but then the increase in the rateable value has been so enormous that it accounts for the fall in the rates. The rateable value in the Neath Union has varied from 124,651*l.* in 1870 to its present rateable value of 228,906*l.*

23,444. What do you say about consolidation?—I do not think there has been any consolidation of late years. There has been consolidation many years ago in the case of some upland farms; small farms have been put together to avoid the expense of buildings.

23,445. What tendency has that on the rent?—It would tend rather to lower the rent, because the landlord would, of course, be relieved of the responsibility of buildings, and he would naturally let the land slightly lower than he otherwise would.

23,446. It would decrease the population, would it not?—Yes, by the vacated farms.

23,447. And as to subdivision?—There has been some subdivision for accommodation purposes but for nothing else.

23,448. Is there any sub-letting?—It occurs occasionally, and when it does occur, the rent paid by the sub-tenant to the tenant is very different to what he pays the landlord.

23,449. As to labour, what do you say?—In this district it is certainly dear, and at some times it is scarce.

23,450. Is it good?—I should say not so good now as it was 30 years ago.

23,451. Are the men young as a rule?—Young men and very old men chiefly.

23,452. How are the fences and ditches kept?—Fairly; perhaps not quite so well as they used to be.

23,453. Is land going out of cultivation?—No land has gone out of cultivation, but a considerable area of land has been laid down to grass which was formerly ploughed.

23,454. Is that because it pays better?—Certainly. Corn growing in this country is certainly not a success.

23,455. Is there any reclamation?—Very little reclamation, and where there has been reclamation it has been invariably done by the landlord.

23,456. And you say rootcrops are about the same now as formerly?—Yes, possibly a slight decrease.

23,457. Is there any fallowing; I suppose not?—Not much.

23,458. You say the effect of such changes as there have been is good on the whole?—Certainly.

23,459. What do you say about improvements?—All improvements of a permanent nature are done by the landlord.

23,460. If the tenant did them would he be compensated?—Certainly, if he left his farm.

Lord *Kenyon*—continued.

23,461. You say the tenant usually does the haulage?—Yes.

23,462. Then as to drainage?—There is very little drainage done.

23,463. You say buildings for stock are provided by the landlord, and that the landlord supplies gates and posts, and that in the case of co-operation in improvements, the tenant gets the full benefit of the outlay?—Certainly.

23,464. How, out of his outlay?—Out of his outlay, certainly.

23,465. Is there any custom in this country?—There is a very good custom in East Glamorgan. The custom in this part, West Glamorgan, is not so well defined.

23,466. Does that apply to your estates?—The property I speak for lies in both. A portion of it is in East Glamorgan, but the greater portion is in West Glamorgan.

23,467. You think that custom is an exceedingly good custom?—The East Glamorgan custom is remarkably good.

23,468. We had a great deal of evidence about it when we were here before. Are there any contracts out of the Agricultural Holdings Act?—None.

23,469. Or out of the custom of the country?—Nor out of the custom of the country.

23,470. Is the Agricultural Holdings Act thought much of?—It is a perfect dead letter in this country.

23,471. Would consent to improvements be given?—Certainly, if applied for.

23,472. Would you describe the custom of the country with relation to incoming tenants and outgoing tenants? I think we have heard all about it before?—All crops are taken over by the incoming tenant and all tillages are paid for.

23,473. And hay and straw are not sold off without consent?—No.

23,474. Do you know of any case of inadequate compensation?—I have not met with any.

23,475. Is there any tenant right—any tenant's interest?—No, certainly not.

23,476. What is the rule as to the sheep on the runs?—In the case of unfenced mountain sheep farms it is essential that an incoming tenant should purchase a portion of the flock of the outgoer which are settled on the farm, but there is no agreement with regard to that. It is left entirely to be arranged between the incomer and the outgoer. The incomer will always pay more by several shillings a head for sheep, that have been settled upon the mountain, than any outsider would give.

23,477. Suppose the incoming tenant refused to take over the sheep, who would have to take them?—The incoming tenant never would do that. It takes some time to settle sheep upon an unfenced mountain.

23,478. As to game, have you any observations to make upon that?—Game is preserved but not to excess.

23,479. What do you think is the effect of game preserving on the relations between landlord and tenant?—I think it rather brings the landlord

Lord *Kenyon*—continued.

and tenant together; I think it has a beneficial effect.

23,480. Can you give us the proportion borne by offences against the game laws to other offences in your petty sessional district?—Yes. I have a statement here which shows it:—

"STATEMENT of number of cases heard against all offences, against the game laws, against property, and against the person, at the Neath county Police Court, in the county of Glamorgan, and at the Ystradgunlais Police Court in the County of Brecon, from the 25th day of September 1890 to the 25th day of September 1893.

Neath.

Number of cases, all offences	-	-	2,405
Deduct:			
Number against game laws	-	50	
Do. property	-	130	
Do. person	-	266	
			446
			1,959

Proportion, game to property about one-third; to person, about one-fifth.

Ystradgunlais.

Number of cases, all offences	-	-	513
Deduct:			
Number against game laws	-	23	
Do. property	-	40	
Do. person -	-	115	
			178
			335

Proportion, game to property about one-half; to person, one-fifth.

23,481. As to the law of trespass, do you think that requires any alteration?—I think that might be strengthened. Considerable mischief is done at times by trespass for blackberries, mushrooms, and nuts.

23,482. There have been a great many mushrooms this year?—Oh, yes; mushrooms have been a perfect curse to the country this year.

23,483. As to poultry farming, what have you to say?—All farmers keep poultry, but I think they might devote more attention to it. It is a branch of farming which pays remarkably well in this district, and I think more might be made of it. In those old leases I think you will find that a couple of geese, and a couple of pullets and a couple of chickens were valued at 3*s.* 6*d.* 1*l.* or rather more than 1*l.* would represent their value in the present day.

23,484. What do you say about railway rates?—I think the preferential rates given by the railway companies to sea-borne goods have a very detrimental effect upon the produce of this country.

23,485. You mean for foreign goods?—For foreign goods. Things are taken cheaper from Liverpool to London than probably they would be from here to Cardiff—the same goods.

23,486. Is there any co-operation amongst farmers?—I think the only co-operation I know of is at sheep-shearing time; they all help one another then.

23,487. Who pays insurance?—Upon the properties of which I have the management the insurance on buildings is all paid by the landlord. In some instances I believe tenants insure their crops, but very slightly.

23,488. Do you know of any combination among landlords to resist a particular class of tenant?—Certainly not; I never heard of it.

23,489. Are the benefit societies of any use?—Yes, I think the farmers to a great extent belong to benefit societies, but I do not think many of them insure their lives.

23,490. Are the societies in your district sound?—I think so.

23,491. There have been no cases of their breaking?—With building societies there have been, but not benefit societies.

23,492. As to peasant proprietors, have you anything to say?—There are a few of them in the district, but very few. I think, if anything, they have rather increased than otherwise.

23,493. Is there a strong desire among farmers to become tenant proprietors?—No, not in this district.

23,494. What is the condition of such freeholders compared with the yearly tenants?—Very much the same. I am afraid in many cases their condition is hardly as good, from their having had to borrow money to pay for the farm.

23,495. Most of the outdoor work is done, you say, by the tenant farmers—the men themselves?—Yes, and the women chiefly do the indoor work.

23,496. And the children help?—The children help where there are children.

23,497. They do not receive wages, I suppose?—No, I presume not.

23,498. But are paid in some other way?—They are paid in another way, and when they marry the parents on both sides usually join together and help them to stock their farm.

23,499. Do you think the rents could be paid if the children received wages?—Well, there are many cases in which there are no children, and labour is employed, and I cannot see that there is any difference; I think they are very much on the same footing.

23,500. What have you to say with regard to the relations between landlord and tenant?—With regard to the relations between landlord and tenant as they exist now in this part of the country, I think they are exceptionally good. Of course there may be some few cases of hardship, but that does not exist upon large estates, and I think the most certain way of destroying the good feeling which now exists, would be to interfere with the freedom of contract which now exists between landlord and tenant.

Lord *Kenyon*—continued.

23,501. Is there any general desire for change amongst the farmers?—As far as I know, certainly not.

23,502. Can you say from your experience whether the relations between landlord and tenant in Wales, are more friendly in Wales than in England and Scotland?—I should say decidedly so. I have had considerable experience both in Scotland and England; I have the management of large estates in England as well, and I certainly think that the relationship between landlord and tenant is very much closer in Wales, than it is in either of those countries.

Mr. *Seebohm.*

23,503. Which part of England?—In Somersetshire and Wiltshire.

Lord *Kenyon.*

23,504. How would you account for that?—I think an English tenant and certainly a Scotch tenant looks upon it more as a matter of business; and I think there is a sort of clannish feeling between landlord and tenant in Wales which does not exist in other countries.

23,505. Do you think the Welsh farmer is more rooted to the soil than the English tenant?—Yes, I think he is decidedly so.

23,506. Have you anything to say as to expenditure?—I have gone very carefully into the question of repairs during the last 25 years, and I find that the amount of repairs and reconstructing (because there has been a good deal of reconstruction) comes to 17 per cent. of the rental.

23,507. You have considered the question of a land court, I suppose?—Not seriously; I hope we shall never have that; but if it was to come I feel perfectly certain it would be in many cases as much a dead letter as the Agricultural Holdings Act.

23,508. Have you seen Mr. Ellis's last Bill?—No, I have not read it.

23,509. Have you anything further to add?—I do not know whether it would interest you, but I have prepared a table showing the various prices of produce during the past 50 years in some cases.

23,510. I think we should very much like to have that in?—This is the table.

Mr. *Brynmor Jones.*

23,511. In the statistics you have given us of the offences in the petty sessional district, what offences have you included under the head of offences against the game laws?—All offences against the game laws.

23,512. But what?—Trespass in pursuit of game—all offences that have been brought before the petty sessional courts. I have not prepared that table myself; the clerk to the magistrates prepared it for me. I asked him to go carefully into the matter. Of course I cannot vouch for it, but I believe it to be perfectly accurate; I have no reason to think it would be otherwise.

23,513. I see you put in two agreements, one on Mr. Vaughan Lee's estate and the other on

Mr. *Brynmor Jones*—continued.

Mrs. Gwyn's estate. In what part of the county is the Vaughan Lee estate. I did not quite gather that?—It lies all over Glamorganshire, east and west. Some of it is in the neighbourhood of Cardiff, and some of it is in the neighbourhood of Swansea.

23,514. Take the agreement you put in, the one of 1868, between yourself and Mr. John Glasbrook: does the custom of Glamorgan apply to that?—The custom of West Glamorgan would apply to that. I wish the East Glamorgan custom existed in West Glamorgan. It is a remarkably good one.

23,515. In the old leases that you put in, I notice that one of them is certainly before 1814, which was the date you gave?—Oh, yes.

23,516. I see there that although the rents are low, there was a considerable fine paid as a consideration for the lease?—Only on death.

23,517. No; as a consideration on taking the lease?—Oh, yes, a consideration certainly. It amounted to buying the farm for a short time. It is 100*l.*, I think, in one case.

23,518. In the one I have here it is 30*l.*?—That is a small one.

23,519. The other one I see was 84*l.* Now, in the statistics you gave about rent, did you include anything in respect of the 84*l.*?—Oh, no, certainly not.

23,520. Not any interest on the 84*l.*?—No, certainly not, simply the bare rent. I think if you put that at five per cent. you will not make much out of it.

23,521. No. Have you got the records of the estate?—Yes, I can go back for some time.

23,522. How far back do you find leases in this form. I see here first there is the fine to be payable upon the death of a tenant; then there is duty; there is a heriot; suit of mill and suit of court. The court at which the tenant is to do suit is the Court of Resolven?—Yes, of which Lord Vernon was the lord of the manor.

23,523. Lord Vernon was, I take it, lord of the manor?—He was lord of the manor. All those leases were granted by Lord Vernon, and not by Mr. Vaughan or his predecessors.

23,524. How far back do you find leases in this form for three lives?—I can hardly tell you. None have been granted during the time from 1814 to the present time.

23,525. None after 1814?—None after the purchase of the estate.

23,526. I see this is dated 1796?—They are all before the purchase of the estate.

23,527. I am asking as a matter of historical interest, what is the earliest lease for three lives which you find?—I am afraid I cannot tell you Those are the only two copies I have of them. They all exist somewhere. I cannot tell you where. They are the only ones I could find, and I thought they might interest the Commission.

23,528. Certainly, they are very interesting, Have you any other documents relating to the manor?—Yes. The manor was kept up as a manor till 1841 or 1842, I think.

23,529. Have you got the court rolls?—I have.

Mr. *Brynmor Jones*—continued.

23,530. How far do the court rolls go back?—I have not got the court rolls; I have got the rents paid to the Crown for the manor. There was a small rent, and I think I have some other records, but it is so long since I have seen them, that I cannot speak with regard to it. The manor has been allowed to lapse since 1841. The whole of the property belongs almost without exception to Mr. Vaughan; I think there are three farms in the manor which do not belong to Mr. Vaughan. With the exception of that the whole of the manor belongs to him, so that the court has not been kept up, I suppose, practically because there was no business at the court. It was a pure matter of form.

23,531. Was there no common or waste land?—None whatever. There were unenclosed mountains, but no common.

23,532. Were these tenants for three lives in the habit of depasturing their cattle upon these mountains?—Certainly, upon a portion of the mountain appurtenant to the farm, but then although it was unenclosed there were certain boundaries which they observed. There was no fence really, but they went up to a certain boundary which was defined, and they observed that boundary.

23,533. Then, as I understand it, the custom of the Rhysfa existed there?—Yes, that is so.

23,534. Can you find any documents to suggest to you the origin of that so-called custom?—I am afraid not. It exists in many parts of this country.

Mr. *Griffiths.*

23,535. You say there is a tendency to increase the sheep runs?—Not increase the sheep run. You misunderstood me altogether. It tends to increase the rent of the farm to which the sheep run is appurtenant.

23,536. Quite so. I understand that?—Of course a farm without a run would not be so valuable as a farm with a run, so that it does tend to increase rent.

23,537. Quite so, and you say that it would naturally be good?—Certainly, naturally.

23,538. I am pleased to find that you granted abatements to some tenants who held leases?—Yes, that has been so.

23,539. Do you see any reason why tenants who hold leases, should not have abatements as well as the other tenants?—I say it seems to me to be very generous of the grantor.

23,540. Quite so, but do you see any reason why a tenant who has a lease should not have an abatement as well as the others?—Well, it is very kind of the landlord to give it I think.

23,541. Yes?—It is very acceptable, no doubt; but then, you see, the rent under any circumstances, whatever happened, could not be raised. If the landlord wanted to raise the rent, of course, he could do nothing.

23,542. It is a security to the tenant, I quite admit?—Certainly.

Mr. *Griffiths*—continued.

23,543. But do you consider that the rent is lower with tenants when they have leases, as a rule?—No, I do not say that. I do not say it is lower, but it is about the same.

23,544. Then there is no reason why they should not have an abatement. You have admitted it in many cases?—Yes, it has been so. I do not at all admit their right to ask for it.

23,545. Certainly not?—It is purely an act of generosity.

23,546. We have heard of a few cases, not very many, of that having happened?—There have been a good many.

23,547. When hauling is done by the tenants have you any period of exhaustion?—No, certainly not, but if a tenant does haulage and leaves his farm shortly afterwards I think he is entitled to compensation, and he would naturally get it. I have paid it.

23,548. Have you any reason to give why the tenants should have such a strong desire to acquire their holdings?—I do not think it exists in this part of the country. It does in many parts of Wales, I know, especially in Cardiganshire.

23,549. I think you say it does in your statement?—No, I say it does not exist. I think there is a misprint there; there is a "not" left out. I noticed that myself.

23,550. I understand. May I ask you, do landlords as a rule do much in the way of draining?—Not in this part of the country.

23,551. Do you not think it should be taken up more than it is?—It might be beneficial.

23,552. Is the tenant obliged to pay a larger rent? Some landlords make a charge for it?—Oh, no, in no case have I ever received a farthing for any improvement—no increase of rent or any per-centage for money.

23,553. But I think it would be of benefit to the landlord and to the tenant and also of benefit to the land?—Judicious drainage might be.

23,554. Have you done anything to induce the West Glamorgan people to adopt the East Glamorgan custom?—No, I cannot say that I have.

23,555. It must be a very good custom?—It is a remarkably good custom, and I think if it was adopted throughout the whole of South Wales it would be a very good thing.

23,556. Yes?—But the changes of tenancy are so rare on the estates of which I have the management that really outgoing and incoming very seldom occurs, and as a rule, it is probably a member of the same family that succeeds as tenant.

23,557. You have given in a statement as to the prices of produce. May I ask you, are you a practical farmer yourself?—I cannot say I farm myself. I have too much to do to look after a farm.

23,558. Quite so, but you have had to do with it?—Oh, yes; I was for some years in the Lothians; I was with Mr. Hope of Fenton Barns, whose name is very well known; 30 years ago he was the leading farmer in the Lothians.

Mr. *Griffiths*—continued.

23,559. May I ask you again what have you prepared these statements from ?—Do you mean as to produce ?

23,560. Yes, as to produce ?—From various sources. They do not apply to this district entirely. I can give the prices to you shortly if you wish it.

23,561. Do the landlords, as a rule, provide poultry houses sufficiently for the tenants ?—I think generally they have sufficient accommodation.

23,562. It appears, that the foreigner is not able to take the ground from under us quite, with regard to poultry farming and dairy farming ?—No.

23,563. They seem to be the most profitable sources, and I think we should encourage them in every way ?—Most decidedly, I quite agree with you.

23,564. Is there anything done in the way of butter making in this part of the district ?—No, unfortunately there is not.

23,565. How is it that the County Council do not adopt some scheme ?—Perhaps they will in time.

Mr. *Richard Jones.*

23,566. Does Noah Davies farm under this agreement ?—Not now. That was a farm which he farmed previously to a farm which he entered about 3 or 4 years ago.

23,567. Have the agreements been renewed on this estate in consequence of the passing of the Ground Game Act ?—Oh, dear no. There have been none granted since ; I do not think there were any granted since. There is no contracting out of the Ground Game Act.

23,568. But there is a clause at the end ?—If you look at the date of that, I think you will find it is long before the Ground Game Act.

Yes, it is 1879.

Mr. *Brynmor Jones.*

23,569. In the form you gave me, the Ground Game Act is expressly mentioned ?—The Ground Game Act was not existing.

23,570. Yes ; it was mentioned ?—I think not. It was long before. That is the Duffryn estate.

23,571. The reservation is subject to the game ?—Yes, but Mr. Richard Jones is speaking of the Rheola estate.

Mr. *Richard Jones.*

23,572. Do the farmers generally comply with the conditions of this agreement ?—No, certainly not. There are a great many provisions put in that are perfect dead letters. With regard to repairs, they do no repairs, the landlord repairs the whole.

23,573. And as to the rotation of crops ?—The rotation of crops applies purely to a pasture farm. At the time that was granted there were, I think, 5 acres of arable land for which I supplied the seed for laying it down to grass.

23,574. Then generally on the Rheola estate that would be applicable to other farms. Is that so ?—That agreement would be applicable. It is altered to suit circumstances.

23,575. Here is for instance this clause "And "the said Noah Davies"—or any other tenant "further agrees to cultivate and manure the "said farm and lands in proper husband like "manner, according to the rules of modern "husbandry, and shall not take two white straw "crops of corn in succession, without an "intervening green crop ?"—Yes ; but that would not be applicable to that farm. As I tell you there were only five acres of arable land, and shortly after his tenancy, I supplied him with the grass seeds to lay it down to permanent pasture and it has been laid down ever since, so that there is not an acre of arable land there now.

23,576. But, generally speaking, would you bind the tenant not to take two straw crops in succession ?—Not to take more than two.

23,577. It says "shall not take two" ?—Yes, that is so, but as a rule that is altered to "more than two." Those are old arguments. I think there is another agreement there which you will find is altered.

23,578. The other agreement is more in accordance with modern husbandry I see ?—Certainly.

23,579. You say, in your written statement that "As a result of consolidation, production is rather "improved." I take it that according to your view, the larger the farm the better and the larger the production ?—I did not say that. What I said was that in the case of upland farms it would not affect production. The production would be as large as it was before ; it would not have any effect upon the production.

23,580. But you say "production is rather improved" ?—No, I did not say so. I said it would not affect production.

Lord *Kenyon.*

It is printed rather differently here to what you said. The shorthand writer can give us what you said. I think there are some "notes" left out.

Mr. *Richard Jones.*

That was my difficulty ; I could not reconcile one statement given, with another.

Lord *Kenyon.*

It says here, "It has no effect upon the production or labour." It is wrongly printed.

Mr. *Richard Jones.*

23,581. Is the Agricultural Holdings Act utilised on the estate ?—No.

23,582. Not in any instance ?—No, it is a perfect dead letter in this country. I think the custom of East Glamorgan is preferable to the Agricultural Holdings Act. It is clearer.

23,583. But in West Glamorgan ?—In West Glamorgan certainly not. It is a perfect dead letter. After the passing of the Act of 1883 I

Mr. *Richard Jones*—continued.

was appointed one of the umpires by the Land Commissioners to settle differences under the Act, and in that capacity I have heard nothing of the Act.

23,584–5. You say that the tenants generally avail themselves of the Ground Game Act?—If they please, certainly.

23,586. Do you think they are aware that they are at liberty?—Oh, certainly, I do not think that they are so benighted as that. Throughout the whole country I think they are perfectly aware that they have the right to kill ground game.

23,587. Is there any apparent reason why they do not avail themselves of the Act?—I have not said that they do not; they do if they please; and they do do it.

23,588. You say that game preserving has little or no effect upon cultivation?—I do not say that game preserving has, but game preserving in this country has generally very little effect, because there is so little game.

23,589. Are you speaking with respect to other estates as well as the ones with which you are connected?—I am speaking of the estates with which I am connected.

23,590. There is no complaint as to game preserving?—I have never had a complaint, none whatever.

23,591. I understood you to say that farms had been consolidated, because of the expense of building?—Yes.

23,592. In a case where a farm has been added to another, what becomes of the old house and the old buildings?—As a rule the farms were added to one another when the house and buildings had got into an untenantable state, and rather than rebuild, for it would amount to that, the landlord would probably put two farms together; but this has not happened of recent date. I do not know of any instance; but many years ago it did happen, because in many parts of the country I see ruins of buildings, which were farms originally. I think it is very much to the benefit of the tenants that it should be done, and certainly of benefit to the landlords, because upon these small farms it would be utterly impossible now for a family to exist.

23,593. But in the case where a farm has been added to another, do you not find it necessary to erect additional buildings on that farm?—To increase the buildings upon one of the farms certainly; but that is very different to building a new set of buildings.

23,594. To building a new house?—And a new house.

Mr. *Seebohm.*

23,595. I gather from your evidence, and a great deal of the evidence that we have had, that the East Glamorganshire custom is generally considered to be very superior to all the customs around it?—Certainly.

Mr. *Seebohm*—continued.

23,596. What is the practical reason why it cannot be extended?—I do not see any reason why it should not be extended. It is always difficult, though, to alter a custom of a country.

23,597. Do you think it would be impossible for that part of your estate, for instance, which is not in East Glamorganshire to have it extended to it by an agreement between the landlord and the tenants?—I do not think that a landlord can very well alter the custom of the country in which his estate is situated. There would be difficulties.

23,598. Supposing in your agreements you were to put a clause, "As regards this holding the "East Glamorganshire custom shall be substi-"tuted for the Agricultural Holdings Act"?—Practically we have no agreements now; they are almost all verbal lettings.

23,599. You think that nothing but an Act of Parliament could extend it?—No, I do not say that at all. I think it would be very desirable if the western division and all South Wales would adopt the East Glamorganshire custom, for it is a very good one.

23,600. Is not one of the points in the East Glamorganshire custom the entry in February?—No, that does not exist—not entirely; there are March entries as well as February.

23,601. Would one of the difficulties in altering the custom be that such an estate could be put upon different lines to another and therefore that an outgoing tenant on one estate would not be able to enter another at the same time, as he gave up his farm?—Well, the grievance probably would be that the outgoer might object to the custom being altered on his going out, from what it was when he was coming in.

23,602. You mentioned that on some of the estates with which you are connected there were very long leases, some of them for 99 years, recently granted?—Yes, on the Duffryn estate there are a large number.

23,603. If a tenant takes a lease for 99 years what happens if he is not able to continue? Can he under-let, or can he assign?—With consent.

23,604. Then if he assigns with consent, does it not come practically to something like free sale? Does not he get a lump sum from the tenant coming in?—He would naturally, and there have been cases on that property where leases have been assigned by consent, and a very large sum paid for them.

23,605. By giving those long leases would you induce practically free sale with consent?—Well, I do not like to call it free sale. It is sale by consent, but not free sale.

23,606. You create a tenant right, do you not?—To some extent perhaps, you might put it in that way.

23,607. Is that one of the reasons why landlords object to give long leases?—I do not think there is any objection on the part of landlords to grant leases for short terms of years. This is the only case in which I know of such periods being granted.

Mr. *Seebohm*—continued.

23,608. Do you know the reason why such long periods were granted?—No, I cannot tell you the reason.

23,609. It is a very exceptional case, is it not?—Yes, it is a very exceptional case. I do not know of any other instance of it; but in some cases the leases were granted to people who had been on the farms for generations, I believe.

23,610. Then recurring for one moment to the leases for lives that we have had mentioned, I notice one of these is stated to be a chattel lease and the other a freehold lease. Do you know what the reason of the difference is?—I cannot see any. I do not think there is any difference at all.

23,611. I see the chattel lease is for 99 years "if "A., B., and C. so long live"?—Yes, that is so.

23,612. And the freehold agreement is direct to them for their lives?—That is so.

23,613. The whole of the estate was let on lease for life with regard to your estate?—Entirely.

23,614. Are there a large number of tenants?—There is a list of them I have handed in.

23,615. There is a pretty considerable number of tenants?—There are 55 here.

23,616. Would they be nearly all the tenants on a particular manor?—They were all on the same manor—originally on the same manor.

23,617. Would they embrace nearly all the tenants of that manor?—No, I beg your pardon; it would not be the same manor, but it would be the same lordship.

23,618. Exactly; and would some of them be copyholders and some of them freeholders?—No, I do not think any of them were copyholders; I have no evidence that they were.

23,619. Do you think that hundreds of years ago they were probably not copyholders?—No, I do not think any of them were copyholders. I have no evidence that they were.

23,620. You think that hundreds of years ago they were probably not copyholders?—I have no evidence of it.

Sir *John Llewelyn.*

23,621. Just to clear up what Mr. Seebohm asked you, with regard to the free sale between the incoming and outgoing tenant for the right of incoming, would that be in any case other than leasehold?—No, certainly not. I think I have already said that there is no right of free sale.

Lord *Kenyon.*

23,622. Mr. Vincent puts the following questions: "In early times premiums were paid for "leases, were they not"?—Certainly, in all cases.

23,623. "If it were possible to obtain the rental "of Glamorganshire, say from the beginning of "the century till now, would not the fact that "premiums were taken invalidate inferences "drawn from a comparison of the rentals"?—Decidedly. May I refer to some evidence given on the third day, my Lord?

Lord *Kenyon*—continued.

23,624. Certainly.—There are three points that I wanted to refer to with regard to the evidence given by Mr. Noah Davies. 2417 is the number of the question on the third day with regard to the area of his farm.

23,625. I will read the question, "What is the "size of your occupation?—About 50 acres?"—I now put in a plan showing this farm, the area of which is 96 acres and 31 perches. (*Handed in.*) In reply to question 2427 as to the rent of his farm he stated that it was 56*l.* The rent of his farm is 50*l.*; he admitted that afterwards; and of that rent of 50*l.* he only pays rates and taxes on 45*l.*, the landlord paying the rates on the 5*l.* Then with regard to question 2463, he was asked whether he knew of any grievance with regard to land, having been taken up from the tenant farmer, who had not been compensated. He said that his father many years ago had 30 acres of land taken by the Neath and Brecon Railway and for other purposes, and that he was not compensated. That farm was sold some few years ago and I happened to be at the sale and I have the particulars; I referred to it on going home, and I find that the area taken from his father was 5 acres 1 rood and 17 perches for all purposes.

23,626. Not 30 acres?—Not 30 acres. I referred to the rent roll and found that his father was compensated for the area taken. However, the compensation did not do him very much good, because three or four years after the whole estate was revalued and his farm was raised slightly higher than it was before.

Mr. *Brynmor Jones.*

23,627. He did not say that the Neath and Brecon Railway took 30 acres?—Neither did I.

23,628. He said there were 30 acres of some of the best land he had taken away from the farm, after the Neath and Brecon Railway and some collieries came there?—Yes.

Lord *Kenyon.*

23,629. You say for all purposes?—Yes, for all purposes.

Mr. *Brynmor Jones.*

He is asked, "How many acres do you say "were taken away and no compensation made "to your father?" and he says, "Between 20 "and 30 acres."

Lord *Kenyon.*

23,630. From the particulars which you have handed in I see:—"Part of 3,121 shown on plan "has been sold to the Neath and Brecon Rail-"way—4 acres 0 roods 27 perches. Another "portion has been conveyed for the purpose of "a school—about 0 acres 2 roods 0 perches. "Other portions have been let on building lease "and are comprised in lots 7 to 10; the total of "these is 2 roods 30 perches." That is it, is it not?—Yes, making in all 5 acres 1 rood 17 perches.

Mr. *Brynmor Jones.*

23,631. Did any collieries come there?—Did any collieries get rights over it?—I think not.

23,632. Because, it may be, that he was using the expression rather vaguely?—I think that shows all the land.

23,633. This document you have handed in, is very clear. There is a little bit that happens to have been actually taken from the farm?—Yes.

Mr. *Seebohm.*

23,634. There cannot be any confusion between mountain and arable land, can there?—Oh, no. I think you must take it as perfectly accurate that the 5 acres odd represent all that was taken from him.

Lord *Kenyon.*

23,635. He further went on to say: "He never "had a penny for it, although there were 40 or "50 acres of the land taken here by the rail-way without having any compensation for it"?—That is so, my Lord.

Lord *Kenyon*—continued.

23,636. He was rather vague in his statement?—Yes.

Mr. *Brynmor Jones.*

23,637. These particulars only appear to include the farm proper; they do not include any of the *rhysfa*?—It includes the whole of the farm.

23,638. That is what I meant, with their numbers upon the plan; but supposing there was some mountain pasture over which the tenant had a right of depasturing, that would not have been sold with the farm?—Yes, certainly, if any belonged to it, but I do not think there was any belonging to it.

23,639. It just occurred to me that he might have included some more of the waste?—There is a considerable amount; it is almost all mountain land.

The witness withdrew.

Adjourned for a short time.

Mr. William Glasbrook called and examined.

Lord *Kenyon.*

23,640. Where do you live?—Lletty Domas Farm, Velindre, Llangyfelach, near Swansea.

23,641. Do you believe that differences of language, creed, or politics, make any difference to the relations between landlords and tenants?—No.

23,642. Do you prefer tenancies from year to year or a lease?—From year to year.

23,643. Why?—Because I can give the usual notice.

23,644. You feel safer?—Yes.

23,645. Judging by your own experiences do you think tenancies are reasonably secure in Wales?—Yes.

23,646. Are you familiar with the terms upon which you occupy your holding?—Yes.

23,647. Have you a copy of your agreement?—No.

23,648 You have not?—No, I have not.

23,649. Have you an agreement at all?—Not that I am aware.

23,650. What is your opinion of a land court?—I think it would injure the good feeling between the landlord and the tenant.

23,651. In your opinion would the landlord spend as much money upon his estate?—No, I think not.

23,652. Have you thought much about it?—Yes, I have.

23,653. What is the class of work done by the landlord in the way of building, draining, &c.—the terms on which it is usually done I want?—There is no draining done but building.

23,654. What do you and the landlords do with regard to the building?—They do the building, we do the haulage.

23,655. Do they increase the rent?—No nothing of the kind.

Lord *Kenyon*—continued.

23,656. Have you anything to say about the custom of the country in your part?—No.

23,657. Is there any custom of the country?—No, not that I know of.

32,658. Is there any ground for saying, as some witnesses have said, that farmers are afraid to come forward?—Not that I am aware.

23,659. Have you anything further you wish to say?—No.

Sir *John Llewelyn.*

23,660. Do you know anything of the custom of the country down about Cowbridge?—No.

23,661. Surely there is some custom in your own neighbourhood, that if a man goes out of a farm, he gets compensation for the unexhausted improvements in the land?—Yes, I expect so.

23,662. I mean an outgoing tenant would claim something for manuring the land?—Yes, I expect so.

23,663. He would probably get it from the incoming tenant?—Yes.

23,664. That is a custom in the neighbourhood?—That is a custom in the neighbourhood.

23,665. Those are the ordinary customs which have come down from father to son?—Yes.

23,666. Do you think that when a change of tenancy takes place, that a farmer gets substantial justice?—Well, I expect he does.

23,667. Have you had any building repairs done for you?—Yes.

23,668. Did you do the haulage?—Yes.

23,669. How much would you estimate the amount of that haulage at?—I did not keep any booking account of it.

Sir *John Llewelyn*—continued.

23,670. Well, about?—Indeed, I have not made any calculation of it.

23,671. How many times did you have your cart with horses out?—I had it out very often, because we got a large building.

23,672. Can you give a rough estimate. Would it be 10 per cent. of the value or 5 per cent.?—Well, it would be going on that, I should think.

23,673. You have no agreement?—No.

23,674. Only verbal?—That is all.

23,675. And the custom of the estate?—Yes.

23,676. And the neighbourhood?—Yes, and the neighbourhood.

Lord *Kenyon.*

23,677. Who is your landlord?—Mr. Vaughan Lee.

Professor *Rhŷs.*

23,678. Is it a fact that the haulage would have to be done as much as possible when your horses would not be employed in doing the farm work?—Any time that would suit us.

Mr. *Richard Jones.*

23,679. Are you satisfied that you are making something like a decent living from your farm?—Yes.

23,680. Is that the case generally with the tenant farmers in your neighbourhood?—Yes.

23,681. You do not complain of depression?—They never complain to me whatever.

23,682. You have not heard of any complaint as to depression in agriculture?—No.

Mr. *Griffiths.*

23,683. May I ask you what is the acreage of your farm?—180 acres.

23,684. Chiefly arable or grazing land?—Both.

23,685. Do you keep cows?—Yes.

23,686. Do you sell some stock as well?—Yes.

23,687. Do you not find the present prices very low?—They are low now.

23,688. Are you able to pay your rent now as well as you used to in good times?—The times used to be better; they are bad times now, to be sure.

23,689. Do you employ any labour?—Yes.

23,690. How is that labour? Is not that higher than it used to be?—The labour is rather high according to the price of cattle.

Mr. *Griffiths*—continued.

23,691. You do not seem to feel the depression at all?—Well, it is more now than it used to be.

23,692. It is rather a strange position. You say that you do not approve of a Land Court. In which way do you think it would alter the good feeling hitherto existing between you and your landlord?—Well, I think we arrange better without anyone else between us.

23,693. Is it supposed that your case must go before a Land Court, as you are in such a happy state? I thought the Land Court was only for those who could not settle good terms?—I have no objection to a Land Court myself, but I do not want it between me and my landlord.

23,694. But suppose, on the other hand, you have done all this hauling upon your farm, and for some reason or other you have offended your landlord, and you are obliged to leave your farm, or the rent would be advanced; would you not like someone to put your case before a Land Court to see if it was a good case?—I have been there 26 years, and I have not had an advance on the rent so far, and I do not expect to get it from this time out.

23,695. Do you not think it possible there may be a change?—I cannot say.

23,696. Have you not known other tenants who have suffered in that way?—Not that I can remember. I heard Mr. Jenkins mention one here to-day.

23,697. Did you ever hear of that before?—No, not before.

23,698. You think there are not many such cases about?—I am not aware of any.

Lord *Kenyon.*

23,699. I have two questions to ask you, put by Mr. Vincent, "Your father had a copy of "his agreement, had he not"?—I am not aware that he had.

23,700. "Has not Mr. Sheppard put in your "father's agreement? He put in one agreement "with Mr. Glasbrook?"—Yes, that was my father's.

23,701. He had an agreement?—I had not one myself.

23,702. The question is, had your father one?—My father may have had one, but I have not any.

23,703. Then Mr. Vincent asks: "Are you not "farming under the agreement which your "father farmed under?"—Yes, I am farming the farm.

23,704. On the same terms?—Yes.

The witness withdrew.

Mr. JOHN DAVIES called and examined.

Lord *Kenyon.*

23,705. Do you live at 65, Brecon Road, Hirwain, and are you a colliery check-weigher, and member of the Aberdare School Board and secretary of the Hirwain Chamber of Trade?—Yes.

23,706. You wish to give evidence before us as to Hirwain Common, I believe?—Yes.

23,707. You have prepared a statement; will you let us hear what it is?—About the years 1860–1865 the Hirwain Common Inclosure Commissioners divided or allotted something like 3,000 acres of common land between landowners in the neighbourhood; viz.: Lord Bute; Lord Windsor; Kemys Tynte, Esq., Cefnmably, Glamorganshire; Gwynne Holford, Esq., Buckland, Breconshire; Bruce Pryce, Esq., Duffryn; Mr. Williams, Cefnpennar, and others. Prior to this allotment there were hundreds of ponies belonging to the workmen, small landholders and others, grazing free on this common, and the celebrated Hirwain Brock ponies were well known through many counties in England and Wales. There were also Scotch cattle grazing free on the common, which have since totally disappeared. Workmen's wives and poor widows used to rear flocks of geese on the common, but now they have none. Small farmers in the neighbourhood used to send cattle and sheep to graze there during the summer months free of charge.

There were many houses and cottages built in the town of Hirwain on the common land. All those who did not prove quiet possession for 21 years at the time the common was allotted, lost their claim to what they considered as their freehold, and have to pay ground rent for same now, and will have to pay the same annually in future. Those who claimed quiet possession for 21 years were granted a poll deed by the Commissioners on (I believe) the payment of a certain sum of money. Prior to the allotment of Hirwain Common in the years 1860–1865 there were many huts built by colliers, miners, puddlers, and other workmen on the land, and there was a small garden attached to nearly all of them. These were all pulled down, and those who had built them had to seek for dwelling-places where they could.

The Commissioners allotted three pieces or parcels of land, parts of Hirwain Common to the inhabitants of Hirwain and the neighbourhood, viz.:—

(1.) No. 408, being 30 acres for recreation ground.
(2.) No. 432, being 20 acres for burial ground.
(3.) No. 409, being 10 acres for the use of the poor.

I regret that I cannot produce a copy of the whole of the allotments of the common with plans of same; but I produce copies of the allotments of the above three parcels of land.

(1.) Copy of Allotment No. 408, for Recreation Ground.

"And I declare that with the approbation "of the Inclosure Commissioners for England "and Wales I have set out and do hereby "set out and allot and award unto John "Boyle of Chancery Lane in the county of "Middlesex Esquire and Charles Stuart of "Hubborne Lodge in the county of Southampton Esquire as devisees in trust under the will "of the Most Honourable John Crichton Stuart "Marquess of Bute and Earl of Dumfries "deceased lords of the manors of Miskin and "Glynrhondda who have consented to receive "the same as part of their manorial allotment "all that piece or parcel of land numbered 408 "on the map annexed containing 30 acres subject to the obligation of preserving the surface "thereof in good condition and of permitting "the same to be at all times used for exercise "and recreation by the inhabitants of the said "parish of Ystradyfodwg and neighbourhood "and I direct that the fences on all sides of such "allotment shall from time to time be repaired "and maintained by and at the expense of the "lords of the said manors of Miskin and Glynrhondda for the time being."

The Hirwain people have not yet had possession of their allotment, neither is it used for recreation beyond rifle shooting and gun practice.

(2.) Hirwain Cemetery.—Copy of Award of Allotment, No. 432.

"And I have also set out and do hereby set "out allot and award unto the Burial Board of "the said parish of Aberdare all that piece or "parcel of land numbered 402 on the map "annexed containing 20 acres to be held by "them and their successors in trust as an "allotment for a burial place for the town or "village of Hirwain and direct that the fences "on all sides of such allotment except where "the said allotment joins the old enclosures "belonging to the trustees of the Marquess of "Bute shall be made and maintained by and at "the expense of the Burial Board of the said "parish of Aberdare for the time being."

The Aberdare Burial Board decline to use this as a burial ground for the people of Hirwain. They have leased it out to a private party for 14 years at the annual rent of 12*l.*; and though Aberdare Cemetery is situate about three miles from Hirwain, the above Board decline to make any allowance in the fees for burying at Aberdare Cemetery; and it is very expensive to bury at Penderyn Churchyard, which is about two miles from Hirwain. The population of Hirwain is about 4,500. I produce letters received from the Burial Board respecting this allotment:—

"Burial Board Office, Aberdare,
"DEAR SIR, January 17, 1893.

"REFERRING to your letter of the 7th December, I am instructed by the Burial Board to inform you that the deputation have altogether misunderstood what took place between them and the Board. The latter never offered the Chamber of Trade the land on condition that they would drain, fence, build chapel and

Lord *Kenyon*—continued.

caretaker's lodge; in fact, the Board would have no power to hand over the piece of ground referred to, to the Chamber of Trade, nor would they be justified in handing over money received by them with interest as suggested.

"Yours truly,
"pp. H. P. LINTON,
Clerk.

"Mr. John Davies,
"Secretary,
"Hirwain Chamber of Trade,
"Hirwain near Aberdare."

"Burial Board Office, Aberdare,
1st March 1893.

"DEAR SIR,

,803. "YOUR letter of the 15th instant was laid before the Burial Board at their last meeting, and I was desired to inform you that the Board could not undertake to supply you with the information asked for, as it would necessitate going through all the burials for the last five years and making a list of those cases where the persons buried had resided at Hirwain. This, I need hardly state, would mean a very considerable amount of trouble. I was also instructed by the Board to state that they can in future only deal with a properly constituted authority under the Burial Acts. When such an authority has been formed, the Board will be prepared to go into the matter.

"Yours truly,
"pp. H. B. LINTON,
"Clerk.

"Mr. John Davies,
"Secretary,
"Hirwain Chamber of Trade,
"Hirwain."

23,708. To whom were those letters addressed?—To myself.

(3.) Land for the labouring poor.—Copy of Allotment No. 409.

"And I also set out and do hereby set out "allot and award unto the churchwardens and "overseers of the poor of the said parish of "Ystradyfodwg, all that piece or parcel of land "numbered 409 on the map annexed containing "10 acres to be held by them and their "successors in trust as an allotment for the "labouring poor of the parish of Ystradyfodwg. "Subject nevertheless to and chargeable with "a clear rent-charge of 2*l.* 10*s.* which said sum "does not exceed the net annual value of the "said allotment in its present condition. And "I declare the same to be of value of such "number of Imperial bushels and decimal parts "of an Imperial bushel of wheat barley and "oats as herein-after set forth that is to say:—

	Price per Bushel.	Bushels and decimal parts.
	s. *d.*	
Wheat -	7 0¼ -	- 2·37389
Barley -	3 11½ -	- 4·21053
Oats -	2 9 -	- 6·06061

"And I direct that the fence on the north-"east and south sides of such allotment shall "from time to time be repaired and maintained "by and at the expense of the churchwardens."

Lord *Kenyon*—continued.

This land is not used by the labouring poor. I have sent to your Secretary a type-written letter received from the Board of Agriculture by Alfred Thomas, Esq., M.P., respecting the three allotments referred to, and I wish that to be produced and placed before the Commissioners. My object in appearing before the Commissioners is to show how the great landowners of the country took possession of common land on the Great Hirwain Common and by some means had it divided amongst themselves and thus depriving the poor of rights which they had enjoyed from time immemorial. I also particularly wish to point out that all private people to whom the land was allotted had possession of it, and still hold it, or have sold it at a good price to others, whereas the three allotments to the public are not yet in the possession of the public, though a quarter of a century has passed since it was allotted to them.

23,709. With regard to the recreation ground, you say it is used for rifle shooting and gun practice. Is there a rifle range there?—Yes.

23,710. You say it is used for rifle shooting and gun practice?—There are some people practising shooting there.

23,711. Are there any targets put up?—Some years ago when there was a corps there, there was a rifle range at Hirwain, some 12 or 13 years ago. It was put up then.

23,712. It is not now generally used?—It is not generally used.

23,713. Why is it not used as a recreation ground?—Well, it is not in a proper state to be used; it is a damp place.

23,714. Is it used for nothing at all?—They graze it.

23,715. Who?—Well, I do not know who.

23,716. The commoners?—No, not the commoners.

23,717. Is this place used for no purpose at all?—For no other purpose than grazing, and sometimes for shooting.

23,718. Who is the person who grazes it?—It is a question who is the owner. I know the people grazing there now.

23,719. Are they farmers?—No, they are shopkeepers sending their horses there.

23,720. They do not keep it as a sort of common?—No, they have to pay someone for it.

23,721. To whom do they apply for the use of it?—That is a question.

23,722. If there is any rent paid, I suppose it goes to someone?—Yes, it goes to some person.

23,723. I want to find out to whom it goes?—It is under Lord Bute's care.

23,724. I do not suppose he takes the rents if it is to be used as a recreation ground. Who are the trustees?—John Boyle, of Chancery Lane, and Charles Stuart, of Hubborne Lodge

23,725. With regard to the burial board, you say it is let at an annual rent of 12*l.* to a private party. To whom does that rent go?—To the burial board.

Lord *Kenyon*—continued.

23,726. Can you assign any reason beyond those letters why they do not use it?—They have not given us any reason at all. We have sent a deputation to them, and they have given no reason at all for it.

23,727. There is no chapel there, or anything?—No, nothing at all. It is as it was on the common, only some hedges have been built round it.

23,728. With regard to the land for the labouring poor, is that suitable for allotment?—It is very close to the houses.

23,729. Is there any reason why they should not have it? Have they ever applied for it?—I do not know. I do not think it has been put out. It has been rented out to a private person there now for grazing.

23,730. I suppose the rent that that private person pays goes towards the poor's rate, or does it go to the relief of the poor as a charity? Do you know at all?—So far as I am able to understand, it is nearly all going to pay the expenses, to keep the fences up; and all the rest goes to the rates.

Mr. *Brynmor Jones.*

23,731. What was the area of this Hirwain Common?—The part that has been allotted is somewhere about 3,000 acres.

23,732. What I understand you to say is this, that you regard this enclosure of these 3,000 acres as detrimental to the community, and as being harmful to the community?—Yes.

23,733. Is that the point you are making?—Yes, there were poor people breeding their ponies there, and some sending their cattle, and a poor widow would try to buy a little cow and send it to the common and graze it there, and keep herself and a little family on the milk, perhaps, and flocks of geese were sent by poor people. It was a great advantage to the people to have a place like that so that they might send them and take them afterwards to sell again.

23,734. You say, whether or not, they had a right of common in the strict legal sense, still the poor persons round about this common were in the habit of sending their beasts, and so on, on to the common?—Yes.

23,735. Do you suggest that the poor people you are mentioning had a right of common on the common—that they were copyholders or freeholders of the manor?—No, I do not suggest that they are freeholders of a manor at all.

23,736. Or copyholders?—Only that they have used it for so many years; for years beyond the memory of anyone now living at Hirwain.

See 5713. 23,737. What was the date of the Private Inclosure Act for Hirwain Common? You say in 1860 to 1865 the Commissioners made the division, and so on; but what was the date of the Act?—I do not know that.

23,738. At any rate what you wish to tell us is this, that before that time, whether they were exercising legal rights or not, a large number of people round about Hirwain were in the habit of using this common?—Yes.

Mr. *Brynmor Jones*—continued.

23,739. Then this Act of Parliament was passed, and the Commissioners divided and allotted the common in the way you have mentioned?—Yes.

23,740. And since that time they have only had these small bits of ground available for any public or general purposes?—Yes, only the three small allotments.

23,741. What kind of ground is this recreation ground, is it hilly or on the flat?—It is on the flat, only it is very damp there. It could be easily bettered by draining it.

23,742. Do they not play football or cricket upon it?—No; no football has been played on it at all.

23,743. Is that because the people in and about Hirwain are not interested in any games?—No, they are playing football there.

23,744. Why do not they play on this recreation ground?—The ground is too damp, and it is too soft there.

23,745. Has anyone asked the trustees to drain the land or to improve it in any way, and to make it suitable for recreation?—Not so far as I know.

23,746. You do not know whether anyone has done that?—No.

23,747. As I understand it the burial board does get the rent of this piece of ground allotted for burial purposes?—Yes, it does.

23,748. Why was it that this ground was not used for the purposes of a cemetery?—Well, I do not know. We have asked that question of the Aberdare Burial Board ourselves, and have not had any answer at all to please us. We have sent a deputation there.

23,749. In what parish is Hirwain?—Hirwain is a part of Aberdare parish. Hirwain is situated in three parishes. The largest part of Hirwain is in Aberdare parish. There is another part of Hirwain in Rhigos parish.

23,750. The burial board is a burial board for the whole of Aberdare parish?—Yes.

23,751. Is the piece of ground allotted to the labouring poor suitable for garden cultivation?—Yes, I believe so, so far as I understand the ground.

23,752. That is to be held in trust for the labouring poor of the parish of Ystradyfodwg?—Yes, and part of Hirwain is situated in Ystradyfodwg.

23,753. And part in Aberdare?—Yes.

23,754. Is there any burial board for Ystradyfodwg?—No, not in our valley.

23,755. If part is in Ystradyfodwg parish and part in Aberdare parish why do you not try to use this burial ground if you wish to use it for the purpose of burial in regard to the Ystradyfodwg parish? The trust is "for a burial place "for the town or village of Hirwain." As I understand, you are in three parishes?—Yes.

23,756. Then the area of the burial board of the Aberdare parish does not extend to those portions of the town or village of Hirwain that are in the other parishes. Do you see what I mean?—No, not quite.

23,757. According to your evidence, the village or town of Hirwain, as I should call it now, is in three parishes?—Yes.

Mr. *Brynmor Jones*—continued.

23,758. Then so far as the burial board of Aberdare is concerned, it does not touch that portion of Hirwain town which is outside the Aberdare parish?—For this reason, the ground has been allotted to them. They are trustees for Hirwain and neighbourhood.

23,759. Their trust was an allotment for a burial place for the town or village of Hirwain?—Yes.

23,760. Who are the trustees now?—The Aberdare Burial Board.

23,761. When were they made trustees?—When the Commissioners made them.

23,762. Was that as far back as 1865?—Yes.

23,763. The position is rather one of difficulty in that case because you have a burial board which is a trustee, but the burial board, although, in its capacity of trustee, it has land outside the territorial area of the board, that is outside the burial board of Aberdare, still it is only a burial board for the parish of Aberdare. That is the difficulty. It is described, I see, in the award as a burial board for the parish of Aberdare, but it is not a burial board for the parish of Ystradyfodwg, or the other parish, and yet Hirwain stretches into the three parishes?—Yes.

23,764. Is it a fact that Hirwain has stretched into Ystradyfodwg since 1865?—No.

23,765. Was all Hirwain in Aberdare parish in 1864?—No, Hirwain was situated in the three parishes before that.

23,766. Probably you might get a new trustee appointed if you took the proper proceedings. What is the practical grievance in regard to the burial ground? Are there persons in Hirwain town who would like to bury their relatives in this allotment for burial purposes nearer Hirwain?—I do not know about that, but there is a grievance there, that the other places are so dear to bury them, and Aberdare is so far for us. When a funeral takes place the workmen have to drop off work so soon, and if we could have that piece of land for a burial ground, we could do better, and lose less time from our work. Penderyn is so dear: they have to pay 32*s.* for a grave there.

23,767. The people outside the Aberdare parish do not pay any rates to the parish at all?—Not to the Aberdare Burial Board.

23,768. Is there any burial board for Ystradyfodwg?—No.

23,769. The real grievance is this, as I understand it, that the people in Hirwain who live outside the district of the Aberdare Burial Board really like to have their own cemetery?—Yes, and those who live in the part of Aberdare parish too, because it would be much better for us than going down to Aberdare.

23,770. Are the charges there high in the cemetery of the Aberdare Burial Board?—I do not know. I am not certain about digging a new grave, but to reopen a grave it is 14*s.*

23,771. The net result of your evidence to my mind is this, that this is rather a grievance affecting the burial board of the parish of Aberdare than anything to do with the allotment, or with the enclosure. You are not complaining of the allotment?—Not of that allotment, but that we have not possession of it. We do not complain that these three parcels have been allotted to us, but that we have not had possession of them yet.

Mr. *Brynmor Jones*—continued.

23,772. The piece of ground is vested in a trustee for you, namely, the Aberdare Burial Board?—That is so.

Mr. *Griffiths.*

23,773. What is the nature of the soil in this place? Is it clay, or turf, or what is it?—In what part? One of these parcels?

23,774. These three plots of ground?—There is no clay there, so far as I understand it.

23,775. What is the nature of the soil?—Pure earth—very good soil earth.

23,776. A kind of black soil?—Yes.

23,777. You have told us that the burial board receive some 12*l.* rent for this ground?—Yes.

23,778. Do they pay any rent?—Do you mean the Burial Board?

23,779. Yes?—They receive rent from this.

23,780. I ask you, do they pay rent to anyone?—Not the burial board. They keep it. They bank it.

23,781. Then the Aberdare people get all the benefit of that 12*l.*, and the Ystradyfodwg get nothing?—Yes, so far, whatever.

23,782. This ground was granted these people free of any charge. When the ground was allotted they were not called upon to pay a farthing for this burial ground?—That would be according to how the cemetery would be put out.

23,783. I do not mean that. I mean to say when they first had this?—Yes. I do not know of any money being paid for it.

23,784. Are the three plots fenced in?—Yes.

23,785. Who built the fences?—Mr. Powell, of Hirwain, built the fences.

23,786. By whose authority?—I do not know.

23,787. Is he keeping them still in repair?—I believe he is keeping the burial ground and the recreation ground.

23,788. Who is Mr. Powell? Is he the agent for the Marquis of Bute?—No, he is not agent to the Marquis of Bute. He is a railway contractor.

23,789. You do not know who employs him?—Well, I believe he is employed under Lord Bute, or under the trustees of Lord Bute.

23,790. Is it not because the people believe that they have a right to the whole of this ground, that they no not accept part of it? Is there not some feeling of that kind? Do not the people claim and think that the whole of this ground ought to belong to them?—Yes, everyone, every workman believes it.

Mr. *Brynmor Jones.*

23,791. Mr. Griffiths puts it very clearly. The Aberdare Burial Board are trustees, and they apply the 12*l.* rent which they receive for this burial ground for the general purposes of the burial

Mr. *Brynmor Jones*—continued.

board, and the Hirwain people think they ought to get the whole benefit of the land to themselves?—So far as I have understood the action of the burial board from the deputation we sent, they are banking this 12*l.*, and we do not receive any benefit from it at all.

Mr. *Griffiths.*

23,792. Who gets the interest?—Well, they keep the interest to themselves.

23,793. Have you ever made any appeal to the burial board to have this plot of ground to bury the dead in?—Yes. I have handed you in the letters.

Mr. *Brynmor Jones.*

23,794. The answers are very guarded letters. Mr. H. P. Linton is the clerk, I suppose?—Yes.

Mr. *Richard Jones.*

23,795. Is there any part of this common which has been allotted, under cultivation now?—Yes, some parts of it. There is one garden there, and a very good garden too.

23,796. What quantity was allotted to different holders? Was there sufficient quantity allotted to maintain and support a family?—Yes, two or three of them.

23,797. Is it the landlord who cultivates it?—No, not the landlords, but it is their ground, and small farmers have to cultivate it, and pay rents to them.

23,798. Have the farmers erected buildings on these pieces that have been allotted?—No, no buildings at all have been erected there, only one, so far as I know, down in the lower part.

23,799. Do they raise corn on these pieces?—No corn at all; on some parts they raise hay.

23,800. You think in the interests of the community in that district, it would be better for the land of the common to be used as it was formerly; that is to say, that the commoners should exercise their rights of turning out cattle and stock generally on the common?—Not altogether that, but what I believe is that the poor ought to have a benefit from it, as well as the landlord, as it was common.

23,801. You think when it was allotted that the poor should have been compensated in some way or other?—Yes.

23,802. But you think in the interests of the community in general that the enclosure was a good thing?—Yes, I believe the allotment, allotting and dividing the commons into fields, was a good thing; that is my opinion of the question; but I do not think it was a good thing for the community to run it to the landlords.

Mr. *Griffiths.*

23,803. Have you copies of the letters that were written to the board?—I have one here:—

Mr. *Griffiths*—continued.

"Hirwain Chamber of Trade,
"DEAR SIR, February 15, 1893.

"I AM again instructed by the Hirwain Chamber of Trade to apply to you for a return of all the persons buried in Aberdare Cemetery during the five years ended December 31, 1892, together with the fees paid. Kindly give date, name, number, and fees paid in each case. Also a statement of all the money received for the 20 acres of land at Hirwain. And that your board will be good enough to appoint one member from Hirwain to sit at your board. Kindly let this letter be read at your board and let me have their reply.

"Yours truly,
"JOHN DAVIES,
"Secretary.

"Charles Kenshole, Esq.,
"Deputy Clerk,
"Aberdare Burial Board."

Mr. *Seebohm.*

23,804. What you mean, in a nutshell, is simply, I think, this, is it not: that although Parliament attempted to do justice for you in giving you these three things, the recreation ground, and the burial ground, and the portion for the poor, that somehow or other you have not got the benefit?—That is part of our grievance, but we grieve that we have lost the use of the whole common.

23,805. But you said just now, as I understood you, that you really thought it was the best thing for the community that it should be divided into fields, and become owned by individuals?—Yes, I have said that, but I do not approve of it being given to the landlords. Although I approve of the common being allotted, I do not approve of it being given to the landowners when it has been common property. If it is to be allotted, the benefit from it, I think, ought to be in some way or other for the benefit of the poor.

23,806. You think that the allotment for recreation ground and for burial was not adequate or sufficient, or if it had been properly carried out it still would not have been sufficient?—I think not sufficient compensation to the poor of Hirwain.

23,807. Even if it had been carried out in its fulness?—Yes.

23,808. Do you consider that some local authority is required to look into these interests? Do you think, for instance, when you get your district councils that the district council would be able to look after your interests in these matters, and see that justice was done to the poor?—Well, they might do something, I suppose, but I do not know whether they would have power to do what is right on the question.

23,809. The burial board is an elective body, and yet they do not seem to carry out their trust for your benefit. Do you see any remedy for it? Do you think there is any remedy for it, in an elective body like a district council?—I cannot say that.

Sir *John Llewelyn.*

23,810. What is the population of Hirwain now?—Something about 4,500.

23,811. Has it been increasing during the last 25 years?—It has been increasing the last five years

23,812. Are there any houses there now dilapidated and out of order? Are not some of the cottages in ruins?—Some of the old cottages now are, but there are many more cottages raised than old ones going into ruins.

Sir *John Llewelyn*—continued.

23,813. Is there a want of burial accommodation at Hirwain?—Yes, we have not any place to bury our dead, except at Penderyn or Aberdare.

23,814. What was the last time you applied to the burial board to give you a cemetery?—February the 15th of this year.

23,815. You have kept up your claim?—Yes.

The witness withdrew.

Mr. THOMAS REES called and examined through an interpreter.

Lord *Kenyon.*

23,816. You are a farmer, of Blaenyrolchfa Fawr, Llangyfelach?—Yes.

23,817. You wish to give evidence about high rents and local taxation?—Yes.

23,818. Have you any written statement?—No, I have no written statement.

23,819. Are the rents in your district too high, do you think?—Yes, generally.

23,820. What are they per acre, as a rule?—From 7*s.* to 1*l.*, perhaps, per acre, in our neighbourhood.

23,821. What do you think they should be?—Some of them are not worth half-a-crown an acre.

23,822. Is it mountain land?—Yes.

23,823. Who is your landlord?—Mr. Morgans of Cefn and Mr. Morgans of Neath.

23,824. What have you to say with regard to local taxation?—The local taxes are too high.

23,825. Have they increased of late years?—Yes.

23,826. In spite of the grants from the Imperial Exchequer?—Yes.

23,827. Then you have something to say with regard to harsh treatment, in connexion with your last tenancy at Tynywaun?—Yes.

23,828. Will you make your statement?—I lived at Tynywaun under my father; my father had a lease on it; I paid my father 26*l.* a year for it.

23,829. You lived under your father?—Yes. My father died and the lease expired.

23,830. What happened then?—That was on the 2nd July, 1873.

23,831. This year?—No, 20 years ago. They raised the rent to 40*l.*

23,832. How much was it?—From 26*l.* to 40*l.* I paid 15 months' rent in accordance with that; then I gave notice in order that my rent might be reduced. Then my landlord came by afterwards, and we wanted to have a stable built there. They were not willing to build the stable without a per-centage being paid, and I was willing to pay 30*l.* for it.

23,833. Who was your landlord?—Mr. Tyler. Then I said I would get the wall ready if they would only put the roof on it. I was going to pay for the stones, the lime, and the masonry, but was not willing to pay a per-centage. Then I my landlord said if I would do that, I would

Lord *Kenyon*—continued

get it without any per-centage, and I did so. I remained there afterwards, and when I subsequently went to pay the rent the agent told me that they had settled that the rent should be 32*l.*, and we had to pay 32*l.* for twelve months or eighteen months. Then we had to pay 35*s.* interest for the roof on the buildings, and, seeing that it was too high, I gave notice again, and I lost the farm. The only dispute was this, my landlord said I would get it for 30*l.* provided I built, and they raised it to 32*l.* and the interest.

23,834. How big was the farm?—100 acres; it was large enough.

23,835. Was it good land?—No, it was not.

23,836. Was it let again afterwards?—Yes.

23,837. At what rent, do you know?—I cannot say; I think it was about the same rent, but the landlord has reduced the rent now. My father and grandfather and their ancestors had been there for 400 years.

23,838. 400 years?—Yes.

23,839. How far back can you say that the rent was at 26*l.*?—My father had a lease on it.

23,840. But how far back had it been 26*l.*?—When I was there about 25 years.

23,841. You cannot go any further back?—I was the first to go and pay rent for it.

23,842. Have you any remedy to suggest for this state of things?—I should like to have some reduction in the rent and the taxes.

23,843. Have you anything more to say?—No.

Sir *John Llewelyn.*

23,844. Where is Tynywaun?—Cwm Clydach.

23,845. Your father had it for a lease of lives, I suppose?—Yes, three lives.

23,846. And your father's life was the last, was it?—Yes.

23,847. I understand you that in consideration of some permanent buildings, you arranged with your landlord for 30*l.*, am I right?—The lease had expired.

23,848. And the rent was to be how much between you and your landlord?—26*l.* when I was there.

23,849. But you said that in consideration of some permanent buildings, you arranged with

Sir *John Llewelyn*—continued.

your landlord for 30*l.*?—Yes; that was with me; provided I put permanent buildings I was to pay 30*l.* rent.

23,850. What were those permanent buildings?—A stable.

23,851. What else?—A roof on the barn. I put up the stable—the masonry. My landlord put the roof on both.

23,852. And charged interest for it, is that right?—Yes, within 18 months' afterwards.

23,853. After that was the rent raised to 32*l.*?—Yes.

23,854. Then you gave notice to go?—Yes.

23,855. When you did go did you get any compensation for the outlay on the stables?—Not a halfpenny, but we had 4*l.* for manure.

23,856. Nothing for the permanent improvements?—Nothing.

23,857. How long ago was this—20 years, do you say?—15 years ago.

Mr. *Seebohm.*

23,858. You state, I think, that your family had been on the land for 400 years?—I had a receipt in the house from the old people dating from 1500 and something over.

23,859. Did they hold on leases for three lives like your father did?—I do not know. There were leases all along. This was a receipt for having paid so much on a lease.

23,860. But your father's was not the first lease for three lives?—Oh, no.

23,861. The tradition in the family is that they had gone a long way back?—That was the oldest thing I had.

Professor *Rhŷs.*

23,862. Do you really mean to say that you have a receipt going back to the year 1500?—I have not got it now, because the agent took it away from me and asked me for it.

23,863. Then there were ancestors of yours on the farm before that I think you said?—I do not know.

23,864. 1500 seems to me a long way back?—400 years.

I would suggest that the receipt should go to the British Museum.

Mr. *Richard Jones.*

23,865. When the rent was advanced to 32*l.* did you complain to the landlord that he was breaking an agreement which was made between you and the landlord?—I made a complaint to the agent.

23,866. What did he say in answer?—He said that we had not agreed.

23,867. With whom did you say you made the agreement, was it with the landlord or with the agent?—With the agent and landlord in the farmyard.

23,868. Did you go to the landlord to complain also?—No, I did not, because he was in England.

Mr. *Richard Jones*—continued.

23,869. Does he generally reside in England?—Yes, somewhere in England.

23,870. Did you write to him?—No.

23,871. Why did you not?—Oh, I spoke to the agent about it.

23,872. But if the landlord also was with the agent when you made the agreement, do you not think that the proper thing for you to do was to write to the landlord as well?—No, I trusted the agent.

23,873. What amount did you spend on these buildings?—I paid the mason about 4*l.*, I paid about 2*l.* for the lime and haulage.

23,874. That is about 6*l.*?—And some stones as well.

23,875. What did you think would be the amount that the landlord would pay towards erecting these buildings?—Indeed, I cannot say.

Mr. *Griffiths.*

23,876. You certainly could give some idea what it cost; did it cost 100*l.*?—Perhaps it would cost about 70*l.*

23,877. Then he had very good interest for his money, had he not?—I do not know.

23,878. By what means do you consider your rent can be reduced as you have applied to your landlord, although your family had been for 400 years on the same land, and he has refused to give you anything?—I cannot have a reduction now, because I do not ask for it. I do not understand the question.

23,879. I thought you said there was a remedy just now—that you wanted to have your rent reduced?—I am not under the same landlord now. I lost the farm.

23,880. When the lease expired, was there any condition in that lease that the place was to be left in good repair?—I cannot say anything about that.

23,881. The landlord never told you so?—I do not remember. I was a yearly tenant to my father.

23,882. You said you had a receipt 400 years ago. Can you give us the rent paid for that farm then?—4*l.* 5*s.*, and some conditions in the lease, and it had been raised to 6*l.*?

23,883. I will bring you back again to the time you left this place. Would you not have liked to stop in this place and have the rent reduced?—Yes, I should, if I could have had it for 30*l.*, as I had settled to have it.

23,884. Then would you like to appeal to someone else to come in and see that justice was done between you and your landlord?—Yes; I should like to see a law for something of that kind.

23,885. That means something in the shape of a land court to appeal to?—Yes, the Land Court.

Mr. *Brynmor Jones.*

23,886. Did the agent give you any reason for taking this receipt from you?—Yes; he said that he was going to send it to the landlord in order that he might see how long the relations

Mr. *Brynmor Jones*—continued.

with the farm had been in order that I might remain there.

23,887. You say that the year 1500 and something was put on the receipt?—About 400 years and something over.

23,888. Was this document on skin or on paper?—I think it was paper.

23,889. Paper?—I think so.

23,890. Was there a stamp on it or a seal on it?—I do not remember.

23,891. What kind of letters were they printed in; were they letters such as you see your newspaper printed in?—They were similar to these (*referring to the printed syllabus of questions*).

Lord *Kenyon.*

23,892. That could hardly be 400 years old?—Oh, yes (doubtfully).

Mr. *Brynmor Jones.*

23,893. But, seriously, about how old do you really think this printed and stamped paper was?—About 400 years ago the receipt was.

23,894. Could you tell us how it began, for instance?—No, I cannot remember.

23,895. You do not understand the question? How did the receipt begin—what were the words?—"Received."

23,896. Was the receipt in Latin, in Welsh, or in English?—In English.

Lord *Kenyon.*

23,897. Do you know, that it is only a little over 400 years, since the printing press came to England?—No, I do not.

Mr. *Brymnor Jones.*

23,898. Where did you find this document when your father died; where was it?—In the house where I was born and bred, and where he had been born and bred, and his grandfather and their fathers.

23,899. At any rate, however many hundred years old it was, it was a pretty old document?—Yes.

23,900. Then do I understand you to say that as far back as you could gather, from talking with the old people, your ancestors had had this farm on lease for life?—Yes.

23,901. Did you hear any talk about going to any court or about any lord of the manor or anything of that kind?—For what?

23,902. Do you recognise the phrase?—No.

23,903. Do you know in what lordship this farm was situate?—It is in Llangyfelach parish.

Lord *Kenyon.*

23,904. These are questions put in by Mr. Vincent, "When your father's lease expired did "you apply for a renewal of the lease"?—No.

23,905. "Do you know whether a premium had been paid for the lease under which your father held"?—No, I do not know anything about that.

23,906. "Could you read the receipt"?—Yes. I read the receipt, but do not recollect beyond that it was very old, and that it was a receipt for money; and several others read the receipt with me.

The witness withdrew.

Mr. Herbert Lloyd called and examined.

Lord *Kenyon.*

23,907. You live at Plas Kilybebyll?—Yes.

23,908. And you wish to give evidence as to your estate?—I do.

23,909. Where is your estate situate?—On the side of the Swansea Valley.

23,910. And you give evidence for the surrounding districts as well?—Well, I can speak generally of the surrounding district. In the whole of the Swansea Valley the customs are the same as on my property.

23,911. What is the acreage of your estate?—About 2,800 acres.

23,912. As to management, do you consider large estates or small estates are better managed?—Oh, large estates as a rule, undoubtedly; I have arrived at that conclusion, not only in this country, but likewise in Ireland too.

23,913. You have had some experience of Ireland, too? Yes. The larger the estates, as a rule, the more money there is, the more opportunity of laying out money, and the more money is laid out on large estates.

23,914. What do you consider about absentee landlords?—Absentees are the curse of the

Lord *Kenyon*—continued.

country, and a great misfortune. Resident landlords are of enormous use in the country.

23,915. Are there many absentee landlords in this district?—No, not a landlord owning any large amount of land; there are none in this neighbourhood.

23,916. You draw the inference as to their being a curse to the country from Ireland, I suppose. Yes, and if you have lived all your lifetime in the country I think you would naturally arrive at the conclusion that a landlord living amongst his tenantry and taking a special interest in his tenantry, is of the greatest assistance to them and comfort to them; they can always come to him; they can fall back upon him, and they do fall back on him in all times of trouble, or sorrow, or joy, or anything else; they always go to their landlords, and it creates a civilizing influence amongst the tenantry and all the working classes where a man of education, a man who is attached to the neighbourhood and to his people resides among them.

23,917. As to politics and language, does that

Lord *Kenyon*—continued.

make any difference in the selection of the tenant?—None whatever.

23,918. What have you to say about the agents?—Well, you have had one agent from the neighbourhood already before you, and all I can say is that all the agents I know, and I know them all in this district, are men of great practical experience, and fair men too.

23,919. You think they do their best to see that justice is done to their tenants?—Yes, I do most decidedly.

23,920. Then as to terms of tenancy; when is the entry?—On my property and generally in the Swansea Valley, on the 25th March and 29th September.

23,921. Is it usually a six months' notice?—No, 12 months.

23,922. Are farms let yearly?—Yearly. As to agreements, I have no agreements. Agreements are very few and far between, in the district.

23,923. Are you under the Glamorganshire custom?—No, not the one you are referring to, the East Glamorgan custom.

23,924. Then it is the West Glamorgan custom?—We have a local custom in our neighbourhood.

23,925. Is it a good custom?—Well, it is better than nothing.

23,926. It is not as good as the East Glamorgan?—No; it is not to be compared with the East Glamorgan.

23,927. Is there any demand for leases?—No, none.

23,928. Are they refused?—No, none have been refused that I know of.

23,929. Do you think they readily accept leases?—No, because I have offered them. At the present moment, there are no less than three tenants of mine, who have been offered leases at different periods during the last 21 years, and they would never take them.

23,930. Why do you suppose that was?—Well, they do not value the leases. They feel a perfect security as regards their tenancy, and they do not care therefore for them.

23,931. Then the condition of the leaseholders you say certainly is not superior?—You know, as regards myself, I have only two cases—only one case now—of a leaseholder, but judging from others all round the district, and I know almost all the farmers in the Swansea Valley. I may say that those that are under lease are not a bit better off than those who are under yearly tenancies; in fact, you could not see that there was any difference at all.

23,932. Are changes in tenancy more frequent now than formerly?—No, I can hardly say so; I should think not.

23,933. Do you know of any cases of hardship?—No, none that I can call to mind.

23,934. None on your own estate?—No, certainly not.

23,935. In resuming occupation, what is the usual course; to give notice?—Oh, yes, to give notice certainly.

Lord *Kenyon*—continued.

23,936. Any compensation?—Yes, compensation certainly.

23,937. For planting and so on?—Yes. Notice would be given. It is either given in writing or given verbally. It is matter of arrangement between landlord and tenant.

23,938. You know of no cases of hardship with regard to that?—No, none, certainly.

23,939. Then damage from timber cutting; is the tenant compensated?—The tenants are always compensated in some form or other. As a rule the tenant whose land is damaged actually does the haulage, that is in the contract. That is one form of compensating him. If not, money may be paid, either by the contractor who purchases the trees, or by the landlord himself. One of those courses is always adopted. Directly or indirectly, the tenant is compensated for the damage done.

23,940. As to agreements and leases, you say there are yearly tenancies by custom in the district, and the rent is fixed at a gross sum?—Yes, fixed at a gross sum.

23,941. Is there uniformity in the rents?—Yes, I should say so, but of course it does vary very much according to the position of the farms, particularly on these hill-sides. The further they are away from the centres, the less value they may be.

23,942. The smaller farms are higher in rent in proportion, I suppose, than the large?—Yes, they are, rather.

23,943. What is the usual rent in your district?—It varies very much. My lowest average rent, that is including, of course, mountain land, is 2*s.* 6½*d.* My lowest rental is on a farm of 213 acres, and that is 2*s.* 6½*d.*, and the highest I have is a farm of 245½ acres, and that is 5*s.* 1¾*d.* These are mountain farms. They have a certain amount of poor mountain land, which of course reduces the average. That mountain land, I take it, is not worth 2*s.* an acre, and what comes inside the enclosures is some of it naturally sound, light land, but it is poor land still; then you get an intermediate land, you may say, within the enclosures, which is what they call "short hay meadow"; you get a certain proportion of that, and then beyond that you get the mountain.

23,944. Are there any services required?—No, my Lord, there are no services required now but in the olden days there were—that is in my father's time; and in point of fact the tenants at the present moment really hold under the old verbal agreements. By the old custom, as I think you have already had stated before the Commission, the tenants had to find a day's mowing, a day's reaping, and a day's hauling, lime, and sundry poultry, but that has become obsolete. I have never enforced it, and I have been in the property 28 years.

23,945. The rents are fixed by private agreement, you say?—Yes, always by private agreement.

23,946. And are farmers alive to their own interests, do you think?—Oh, dear, yes.

Lord *Kenyon*—continued.

23,947. Is arbitration ever resorted to?—No, never. I never heard of a case.

23,948. Is there much increase in the rents?—Well, mine have remained, with two exceptions, I think, so far as I can make out, for 50 years the same.

23,949. Have there been any reductions?—There have only been reductions in two cases.

23,950. Any abatements?—No. I should not make any abatements. I should make a reduction or leave it alone.

23,951. When is your rent usually paid?—The 1st of July and the 1st of January.

23,952. What do you say with regard to the preferential claim for rent?—I think, as Mr. Sheppard, who has been here before me, does, that it is a decided advantage to the tenant, because there is no doubt about it, although it is true that our rent days are three months after the rents have become due at the present time; we should look very sharp after our rents if it was not for our preferential claim. In fact we constantly allow a tenant to run perhaps six months after the rent is due. If there is something special in the condition of the markets, and if a man cannot realise all he should for his stock or sheep, we give him breathing time. I do not think I should be disposed to give him breathing time if that claim was abolished.

23,953. Then tithe, land-tax, and local rates are paid by the tenant, and chief rent and income-tax are paid by the landlord?—Yes.

23,954. Have the local rates increased?—Yes, they have increased. They have increased in my union from 2*s.* 1*d.* in the £ in 1864 to 4*s.* 4*d.* in 1892–3—practically 30 years.

23,955. That is over double?—That is over double.

Mr. *Seebohm.*

23,956. On agricultural land?—Those are the rates. You might deduct something off that; that is the actual rate on the rateable value of the parish, but part of this is special sanitary rate. I cannot tell you exactly what the proportion is, but there, of course, the farmer would only pay upon one-fourth.

Lord *Kenyon.*

23,957. Farms vary very considerably in size, you say?—Yes, they vary very considerably.

23,958. What consolidation is there? Do you know of any cases?—There are very few, and I know of none of recent years.

23,959. What is the effect of consolidation?—I think it is a decided improvement. In the few cases that have actually come under my notice, I say consolidation is a decided improvement, but I do not say that I should approve of consolidation generally; it depends entirely upon the case.

23,960. You would not depopulate the country in order to consolidate?—On no account whatever. I should be much more disposed, on the hill sides, if it was not for the outlay in building, to reduce many of my farms.

Lord *Kenyon*—continued.

23,961. To sub-divide them?—To sub-divide them.

23,962. Do you know of any sub-letting?—No, nothing to speak of.

23,963. Then you say the smaller holdings are better farmed?—I think they are. That is my experience of my own property—that they are better farmed. The fact is that in the case of the smaller holdings, where a man has about, we will say, from 30 to 40 acres, he often does something off his farm, and he perhaps works off his farm, and certainly in some way or another he manages to keep his farm in a better condition. They are principally grass farms; there is very little arable land, and they certainly in some way or another manage to keep their farms and homes in a better condition than the larger farms.

23,964. Do you think their stock is larger in proportion than on the larger farms. Is there more manure?—I could not say that. I should think it would be so.

23,965. How about labour. Has that been difficult to get?—Yes, it has been difficult to get.

23,966. What is the result? Are fences well looked after?—The fences are not perhaps quite as good as they used to be.

23,967. Do they understand hedging in this country?—The old people did. The old people kept their fences really well.

23,968. They took a pride in them?—Yes. They were bound to keep their fences. There was a certain portion they were bound to keep, because they were troubled with what was worse even than rabbits—mountain sheep, and whenever they grew a corn crop, they were obliged to pay special attention to the fences round their corn crops. But you do not find the same workmen nowadays, that I remember when I was a youngster.

23,969. Not such good hedge makers?—No, nothing like it, and there are not the same number employed on the farms.

23,970. Is there as much land ploughed as formerly?—No. I do not say that the difference is very large, because ours is not an arable district at all, but still there is less than there was in my recollection.

23,971. Grass is more profitable, I think?—Grass is more profitable.

23,972. Is there any waste land reclaimed or capable of being reclaimed?—There is precious little reclaimed, but there is a great deal that is capable of being reclaimed.

23,973. What district would that be in?—The whole of this district, all round you.

23,974. Do you mean by draining?—Principally by draining.

23,975. Draining on a large scale, I suppose?—Draining on a large scale.

23,976. Do you mean something similar to the fen draining, by windmill pumps, or something of that sort?—What I mean is this. There is this difficulty about draining: if a landlord does it, in order to drain as economically as possible, you want to drain on a large scale. You can understand that in the purchase of pipes, and

Lord *Kenyon*—continued.

the organising of your staff, and so on, is important, that you should do it on a large scale, and carry it straight through. If you were to be asked to do that by your tenants in this country, there is not a single tenant that would be able to take advantage of your draining. I mean to say this, that if you drain more than on the average three acres a year, or I may say less than three acres, but at any rate if you drained three acres a year, for any of these mountain tenants, they could not take advantage of the draining. It is in this way. Draining clears the soil, of course, of water; the soil is fairly fertile, where you get an immediate return from your draining; but draining the land that we have got on the hill sides—which will pay, I believe, for draining, too—is simply throwing money into the ditch, unless you follow it up, and when you follow it up, the very first thing you have to do is to apply lime; you have to apply at least four or five tons of lime to the acre. A tenant has to do that, and he has to follow that up with a good top-dressing of dung, or dung and earth, and he may have to break it, or at all events, follow whatever course he adopts; it involves him in a very considerable outlay, and not one of the farmers all round these districts is able to take advantage of it, that is, if you do it beyond a very small amount.

23,977. The change, you say, in reference to the decrease of arable land, is caused by the falling off in the price of corn, and the increase in the price of hay?—Yes.

23,978. Are they allowed to sell hay?—Yes, there is no restriction whatever put upon what they do, they are allowed to do what they think is to their own interests.

23,979. What improvements are done by the landlords?—Buildings principally, the rebuilding. I have laid out in 27 years, 2,408*l.* in new farm buildings, and that is equal to three and a half years' rental. My repairs, in addition to that, amount to about 15 per cent. In addition to that, I have laid out 175*l.* in road making, which of course may be partly a benefit to myself, but equally a benefit to my tenants. It was made as much for them as for myself. In addition to that I have fenced jointly with neighbouring landlords; last spring twelvemonth, I fenced 2,740 yards of mountain, and the following spring I fenced, on my own account, 1,200 yards, and I am under a pledge to fence 700 yards again. For that I may say, either for the roads or for the fencing, I have not asked, nor do I intend to ask, any interest whatever.

23,980. Do tenants do the haulage?—The tenants do the haulage.

23,981. Do the tenants do any improvements?—Very little. They do some; they have not the capital to do much.

23,982. Haulage is allowed for, you say?—On the tenants leaving, do you mean?

23,983. Yes?—I certainly should allow according to the number of years it was done.

Lord *Kenyon*—continued.

23,984. No case has come under your notice perhaps?—No, I have not had a case of the sort myself. I have not had a case of a tenant leaving where he had done any haulage.

23,985. And you say that compensation for improvement is paid by the custom under which you let?—The compensation for improvement would be paid for by the landlord.

23,986. You say the compensation for improvement is paid to the tenant for improvements done by him?—Yes, that would be valued on the tenant's going out by the valuer who was employed for the manure.

23,987. According to the custom of the country?—According to the custom of the country.

23,988. They do not ask for written consent?—No.

23,989. The seed, tillage, and cultivation are paid for, of course, by the incoming tenant?—Yes.

23,990. Dung and haulage are paid for in full, are they not?—They are paid in full the first year with regard to dung and haulage, and half the second year. Lime is exactly the same.

23,991. Then the produce remaining is sold?—Yes, they always have a sale.

23,992. And the permanent improvements are allowed for by the landlord?—Yes. There are no restrictions.

23,993. Do you know of any outgoing tenant failing to receive sufficient compensation?—No, I do not.

23,994. No compensation is given for general improvements. Is that so?—Not that I know of.

23,995. Is there any tenant right or tenant interest recognised?—No.

23,996. I understand you think the Agricultural Holdings Act satisfactory?—I think it ought to be, but I never had any opportunity of applying it myself.

23,997. Have you anything to say with regard to the game?—Game is preserved in spots all through the districts. It is only in places generally near residences and the covers, but if you were to calculate out of the acreage of the valley the number of acres that are actually preserved for game it would be, of course, very small, compared to the acreage in which there would be none.

23,998. According to that, there would not be much damage done, you think?—There is damage done in the immediate vicinity of a cover sometimes.

23,999. Would compensation be paid?—Compensation is paid, and tenants in some cases have taken the law into their own hands. I have never interfered with them. I know for a certainty, that some of my tenants have done it where I have not kept down the rabbits, though probably, you would laugh at my stock of rabbits; but still there are pet bits of land few and far between, and a rabbit knows the best as well as any beast, so that they rather persecute these spots. As many as 10 rabbits will make a terrible show on a hillside farm in Wales; my tenants have exercised their powers under the Act, and with my full concurrence where I have not trapped rabbits myself.

Lord *Kenyon*—continued.

24,000. I suppose they are not expected to beat, but they do beat?—Yes, they do beat; they are not expected to, but they always do. I gave great offence on one occasion, because I left out a tenant, who I thought was not in a position to come.

24,001. Do you think game preserving has any effect upon the relations between landlord and tenant?—No, I do not think so.

24,002. There is no harmful effect, you would say, I suppose?—All I can say is that I have been preserving (such as my preserving is) for 28 years, and my father before me, and I have never had any falling out with my tenants.

24,003. What have you to say about the law of trespass?—You see if you do away with the game laws, you are bound to substitute, then, a very stringent trespass law; as it is, the only protection the farmers have from trespass is the game keeper. There is an amount of damage done, in a small way, perhaps you may say, but still an amount of annoyance and damage is done to the tenant by trespass, as you have already mentioned, my Lord, I think by hunting for mushrooms and blackberries, and that sort of thing. That more particularly applies to the neighbourhood of the works; when you get away from the works, I do not know anything about it, and there may not be cause for complaint, but there is, no doubt, amongst the farmers great cause for complaint anywhere within two miles of the populous centres.

24,004. You say any one can exercise sporting rights over the Crown lands?—I only know of one case of Crown land near the district, and all I know is that there you find it is a very dangerous thing to go and shoot, as they tell me, because there are always 20 or 30 sportsmen blazing away. I think everybody in the room would know the place; it is a place some distance from here, called Waun Tinker. That is the only Crown land I know of, and there certainly many people go to shoot.

24,005. Is there much grouse there, should you think?—No, I should think not—there could not be.

24,006. What do you say about fruit culture? I think they might do something more than they do with regard to fruit even on the hillsides. They have no knowledge about fruit culture at all. Some few farms may have an apple tree or two, or they may have more than that, half a dozen or a dozen apple trees, but I think if they did study the question and paid more attention to it, a good deal might be done with regard to fruit.

24,007. And poultry?—Yes. Unquestionably there have been falls in the price of other articles in my recollection, and yet poultry commands a far better price, and there is nothing that has risen more in value in my recollection in this country, than poultry.

24,008. Is it in this country reckoned as a perquisite of the farmer's wife?—I could hardly tell you that.

Lord *Kenyon*—continued.

24,009. I know it is in some places?—I should think it is very likely here too.

24,010. Is there any instruction given in butter and cheese making?—There has been in the district.

24,011. Was it taken up at all?—No.

24,012. Is there any demand for agricultural education?—No.

24,013. How about the railway rates?—You see we do not feel the railway rates directly. Indirectly we may, but the principal thing that the farmers depend upon here is selling of store stock which are taken away by the drovers to England, and of course the farmers do not know anything about the rates that are paid by the drovers. If the rates are high it naturally falls in the end on them; and hits the farmers indirectly, but the farmers do not feel it personally; they do not know exactly how the railway rates are, and they do not know what takes place.

24,014. Is there any co-operation?—No.

24,015. Do the farmers insure at all?—No, I do not think it is very likely they do so.

24,016. Are there many proprietor farmers?—Here and there. They are scattered about, not many.

24,017. What is their condition?—Very much the same as their neighbours.

24,018. I suppose the family all work upon the farm, the children at home?—Yes, all.

24,019. Do they pay their children any wages?—No.

24,020. They start them in life?—They start them in life with a certain amount of stock and furniture.

24,021. With regard to labourers, you say the proportion depends upon the size of the farm. Do the majority of labourers lodge on the farms or in cottages?—Yes, on the farms, but there are so very few agricultural labourers, and there have been always few within my recollection in this district.

24,022. Are they lads mostly?—No, they are grown men, but you will find that if a farmer has a couple of sons on his farm, he never dreams of employing outside labour. If he has no son he employs a man, rarely more than one, though that of course depends upon the size of the farm.

24,023. What are the wages?—The wages are now 10*s.* a week, and their board.

24,024. They have increased?—They have doubled in 30 years.

24,025. Do they have good accommodation?—They live like the rest of the members of the family.

24,026. As to their bedroom accommodation, is that pretty good?—Oh, yes, very often they sleep with one of the sons of the farmer, if there is a son, or they have a room in the house themselves.

24,027. They do not sleep, as we have heard it stated in Anglesey, in a cattle shed, with no partition between them and the cattle?—No, I do not think I have heard of a single instance of a man sleeping out of the farm-house. There

Lord *Kenyon*—continued.

may be such a case, but as a rule they sleep in the farm-house.

24,028. Do you hear any complaints of their going out at night?—No.

24,029. Is there any migration of farmers in this neighbourhood?—No.

24,030. Do they keep accounts?—None, or very few.

24,031. Have you any suggestions to make as to breeding, or anything of that sort?—I think there is one thing that the farmers might do; they might pay more attention to the quality of their stock—I am talking of hill farmers—and more especially to their horses. I have taken an interest in farming certainly for 30 years and I have introduced some good bulls; I have bred good bulls and I have done a good deal to set an example to my tenants, and yet I cannot say at the present time that I have really produced one halfpenny-worth of good. They are as well satisfied, the general run of them, with a half-starved-looking brute as they are with a good-looking beast, and yet they know perfectly well at the present time, when it is difficult to pass cattle, that a good beast will go when an indifferent looking beast stays behind, and yet in spite of that, there is that lack of, what shall I call it—there is that lack of energy, or pluck, or common sense, that they will not rise out of an old rule. It is exactly the same with the horses; there is no district where you can raise cheaper and better horses, I think, of a certain class, than you can on these hillsides, and that is the pony, a hardy beast and a certain small horse which is handy for the collieries and which always commands a good price. Yet you cannot induce the farmers on the hillsides to take any interest in that; they will take any brute that they see.

24,032. At a small fee, I suppose?—At a small fee. I do not know of a single case of a man taking as much pride as I have known in Ireland, where an old man would take his mare 30 miles and walk her all the way and himself too, for the sake of getting thorough good blood. I do not know of a hillside farmer here that would walk his mare five miles to get a good horse, if he could get a brute alongside of him. I have no hesitation in saying that that remark will be endorsed by everybody who has taken an interest in breeding good horses in this country.

24,033. What is the class of cattle on these hillsides, Welsh?—All sorts; they are crosses between the Hereford and the blacks.

24,034. Are there shorthorns at all?—I have tried shorthorns, and shorthorns will not do very well.

24,035. It is too soft a class, I suppose for the hillsides?—I have not found it so, but if you go right to the mountains it is. Still, the cross of shorthorns does remarkably well. I have got some tenants who have done very well with the cross where I have induced them to stick to it.

24,036. Are the relations between you and your tenants friendly?—Yes, and between the other tenants and the landlords in the neighbourhood, I can speak to that particularly.

Mr. *Brynmor Jones.*

24,037. Do you think that the farmers in this neighbourhood can pay their rents without difficulty?—I think it has been a tight time these last two years, but they do pay, and they can pay. The tenantry on the hillsides as a rule, you may say, live pretty well from hand to mouth; I do not think they are ever men who have got much capital at their back, much to fall back upon; they are very dependent upon the state of the market.

24,038. Having regard to the wages they have to pay to their labourers, and the rent they have to pay to their landlords, you can hardly describe the business of the farmers as a paying one at the present time?—No, it is not.

24,039. When do you think the depression commenced?—About two years ago.

24,040. As late as that?—Yes. The cattle before that had been selling remarkably well, and it is about two years ago that prices began to go down.

24,041. Do you think that the depression is temporary, or due to temporary causes?—I hope it is temporary, and I believe it is. I have lived long enough to see the ups and downs before, and I hope I shall live long enough do see the ups and downs again.

24,042. When was the period of great depression in Glamorganshire?—You see Glamorganshire is a very different county, the vale of Glamorganshire is utterly different to the district I am speaking of particularly.

24,043. You are speaking of the district, I take it, west of Neath particularly?—Yes; up these Neath districts, where the land is poor and the hills are steep, and where the farmers depend very largely upon the sale of their stock; some depend on the sheep, but they depend generally on the sale of their horses and stock.

24,044. This is a thickly populated part of the county, is it not?—Yes, the valleys are, the hillsides are not.

24,045. Do you think that by adopting a more thorough system of cultivation by market gardening, for instance, farmers would make their holdings pay better?—I think that farmers might very well try other things. I think they have got into a certain groove, and they fancy they must grow this, that, and the other, because their fathers did before them. I think there is very little enterprise on the part of farmers generally. I do not think that applies to hillside farmers only, but you may go farther afield.

24,046. I am rather anxious to confine your attention to this part west of Neath, because it enables us to draw conclusions from the facts with regard to the neighbourhood. As I understood, you go back two years, and the times you say were fairly prosperous?—They were.

24,047. I mean to say, as I understand, the hill farmers had no difficulty in paying their rents?—Yes.

24,048. That is what I understood you to say?—Yes.

24,049. Then going back again two years, when was the previous period of depression?—I could not say really, but I have seen fluctuations in

Mr. *Brynmor Jones*—continued.

the course of years. Cattle might fall in the spring and might rise in the autumn. We have seen those sort of fluctuations, but this depression has been rather peculiar in its character; in the first place it has been longer than any I can remember, or any that I can hear of in the last 40 years, but in addition to that it is not only that the cattle have fallen in price, but that there has been a difficulty in selling them at any price at all; in fact they would not go—they would not pass. That has been the peculiar feature of this depression, but it is on the mend now. I have had it from many experienced farmers and hillside men, that they consider there has been more fuss made about the depression than there had any business to be. That has been told me by actual *bonâ fide* farmers, and I quite agree with them; I do not think they have any right to make all the fuss they do make.

24,050. Do you mean that many farmers have told you that there has been too much fuss made about this depression for the last two years?—Yes. Men in this room who have been before you to-day have said the same thing, and it has been confirmed by others to whom I have talked; that there has been more fuss over the depression sustained by farmers, than they were justified in making. There is no doubt there has been a depression, but they have made the most of it.

24,051. Then as I understand the general effect of your evidence with regard to that, the cause of the depression, is the fall in the price of the stock?—Yes, that is the chief thing that hits us, more than corn or anything else. There is wool of course, but that I did not include. Sheep have not fallen, wool has; sheep are selling now as well as they have ever done in the district I refer to.

24,052. Then you think, assuming that things go on as they are, and there is no general law suggested to remedy it, that matters would come right as between you and your own tenants?—Yes. I have not the slightest doubt about it.

24,053. I think in the first part of your evidence (I suppose it was involved in the question as to residence of landlords) you said that the landlord, being an educated man, has a civilizing influence?—Something to that effect.

24,054. I suppose a clergyman also, although he may not be a landlord, has an educating influence, has he not?—Yes, anyone. I mentioned landlords because the question was asked me, but I say that any educated civilised person is an example to his neighbourhood, and that example has a beneficial effect upon the neighbourhood.

24,055. Then a landlord has a civilising influence, not because he is the owner of land, but presumably because he is educated?—Yes, that is true enough. That is what I was alluding to—the influence that he had upon his surroundings.

Mr. *Griffiths.*

24,056. Why do you not apply the eastern custom to your district?—Well, Mr. Griffiths, to tell you the truth, it has never arisen, for I do not think for years a tenant has left me.

Mr. *Griffiths*—continued.

24,057. It must be rather awkward when a tenant leaves one district and goes into another, to have a different system. It is a pity that the whole district could not adopt the same principle?—There is no doubt about it, it would be an excellent system to introduce, but you must remember that a tenant who left me, would not dream of going down to the Vale of Glamorgan; and a man coming down from the Vale of Glamorgan would not go to the Vale of Neath.

24,058. I should think not?—You know it is not an easy thing to go and introduce a system, however good the system may be; to introduce it on another property is not at all an easy thing to do. I think myself that if ever it did arise that a tenant left me, I should try and do it with the incoming tenant.

24,059. Quite so. I think it would be a very good thing?—Yes.

Mr. *Brynmor Jones.*

24,060. There is very little arable land I think you said?—Very little, but so far as the Glamorganshire custom touches arable land, it would be of very little use to us. The principal question is as to the lime, and manure, and haulage and tillage.

Mr. *Griffiths.*

24,061. I gather from your evidence that there is hardly any increase in rent on account of improvements, so as to obtain interest for capital expended. What interest do you usually charge upon capital expended?—One case was a farm where 27 years ago the tenant came to me and asked me to build him a house. He said, "I will pay you 5 per cent. extra, if you will build me the house," and I did; I built him the house, and I assisted him in some other ways. However, I built the house, and I charged him 6*l.* a year more rent. The house cost me 142*l.*

24,062. Does that advance continue, or will it expire in a number of years?—No, that will probably continue, unless I saw some good reason to remove it.

24,063. Can you give any reason why the rates should be increased to the amount you mentioned?—My first figures were taken from a larger Union. The Union in which I live now was a portion of a much larger Union, (that was the only Union in those days,) at the time those figures were taken. Then it was divided, and a smaller Union, our Union, was formed. There is another thing you must remember, that during that time the School Boards have come into existence, and you know the unmitigated blessing they are. Likewise there is what has been mentioned to-day—the sanitary rate; that was not in existence at that time, and I may tell you that I think we have laid down something like 12 miles of water pipes, and that is, of course, to accommodate the population.

24,064. Then you speak of the effect of consolidation being that the production has improved

Mr. *Griffiths*—continued.

and there is little difference in the employment of labour. Do you not think there is more labour employed upon a small farm than there is upon a large one as a rule?—I do not think that was quite my answer. What I said was this, that in the few cases that have actually come under my observation, where two farms have not been sufficient for families to live upon, they have been consolidated and made into one that was a fit living for a family. In one or two cases, as I say, that have come under my observation, I think that they have benefited thereby. The land improvement has been decidedly better done, but there is very little of it going on in our district.

24,065. Quite so. Why do you consider the fences should not be attended to as formerly?—I do not think there is anything like the work in the farmer that there used to be. Our hillside farmers have degenerated from what they were. In my younger days they were far harder working men, and stayed much more at home. Now there is too much travelling about, and too many days spent off the farm. Railways are not an unmitigated blessing either, Mr. Griffiths. They "lug" the young fellows away to fairs, instead of their sticking to their farms.

24,066. That is true, but then they can get to know the prices, and be able to get home much sooner, if they are going to make use of a fair properly?—If they are bent on getting home, that is.

24,067. You said just now that you considered that sheep sold as well now as ever they did. You rather surprised me?—What I should have said probably was the fat wethers we have on the mountains. They are selling at as high a price now, as I believe, they have sold within the last 27 years. I have that from sheep farmers.

24,068. You quite surprise me?—That is a fact.

24,069. They were sold in our neighbourhood at half the price, that they were sold a few years ago?—But wool again has tumbled down most frightfully; it is 6½*d.* to 6*d.* a pound, while it used to be a good deal over a shilling.

24,070. Then with regard to seeding land, is there anything allowed to the tenant for allowing clover seed to be put in the land. Is there so much an acre allowed to the outgoing tenant?—Yes, in my estate, and I think in the neighbouring estates too, the tenant is allowed for the seed, and I know what is generally allowed on my estates is 15*s.* an acre for the seed. He is likewise also allowed for the ploughing, hoeing, and rolling.

24,071. You are an experienced farmer, are you not?—No, I am not an experienced farmer. I cannot lay claim to that, I am sorry to say; I do know a little about it.

24,072. Quite so. But if a tenant lays down a field and puts clover into it, and allows clover to grow in the ground, he cannot expect to have such a good crop as if he had that field without clover. It would not be so good for any other corn. I ask you is there anything ever allowed for that reason?—No, I do not think so.

24,073. There is not?—No.

24,074. It is customary in our part of the country. Then do you consider that there should be compensation for general improvements of the farm, when a man manures his land well and cultivates his farm properly. Do you not think there should be something allowed for general improvements. A man may nearly double the value of the land by improving the land?—Supposing he is leaving you, do you mean?

24,075. Yes?—I should take precious good care not to let him go, if he was so good a man as that; I should hold on to him like wax. All I can say is I have had no experience of a case of that sort. I could not answer that.

24,076. Then I must ask you the same question as was asked just now; is there very good accommodation for the breeding of poultry generally in the farms?—No, not generally.

24,077. There should be more accommodation?—Yes, there should be.

24,078. I quite agree with you?—I have done it in one or two cases myself, but as a rule in my farms, and elsewhere, the farmers have set so little value on it, that the landlords have not been encouraged to lay out money in that direction.

24,079. I think, as a rule, the farmers understand very little about poultry?—Very little. They do not pay half enough attention to it.

24,080. Then you mentioned just now, that the tenants are very loth to take advantage of the good sires, that are introduced into the neighbourhood?—Yes, I am sorry to say that is so.

24,081. Do you not think it would be a good thing if every sire, both in cattle and horses, were registered in a herd book or stud book, in order that no sire should be allowed to be used except those that were entered in some such book, and that in every herd or stud book they should take care not to have any but proper sires?—No doubt there would be some good done in that way. But there is no question about it, that half the animals that travel about ought to be shot, and not allowed to go about.

24,082. If a landowner has a good sire for the use of the tenants, the farmers will not adopt it, and there is a lot of money lost by breeding inferior animals?—No doubt about it.

Mr. *Richard Jones.*

24,083. I am rather tempted to pursue this matter of the price of wether mutton. You say that wether mutton is as high now, or, at least, it was stated to you that wether mutton is as high now, as it was during the last 27 years?—As at any time within the last 27 years. To my knowledge the highest price offered on my estate—I think this is about nine years ago, but I will not be certain about the date—for two mountain wethers supposed to be fat—as fat as you ever get them, that is, in the month of September—was 12*s.*, and the farmer came to me and said it was a ridiculously low price, and

Mr. *Richard Jones*—continued.

that he could not get a higher price anywhere. He asked me to buy, and he killed, and he brought a sheep up to me, and I think I consumed some 25 of them, not personally; but at the end I asked him how it paid him, and he said he made 1*l.* a sheep. I asked him the other day what he was realising for his sheep now, and he said he could sell them to the butcher now for from 18*s.* to 1*l.* Before, he got the butcher's profits, you may say, because he killed himself, and sold them to me. I could quote another, too, but that is a *bonâ fide* mountain farmer, a man with whom I have often had dealings.

24,084. But could you not simplify the matter by saying how much a pound those sheep would be?—6*d.*

24,085. Do you mean to say that is the present price?—That is the price that he could get, 6*d.* a lb. from the butchers. That is what he told me, and he was not interested in telling me what was not the fact. I was not going to buy from him at the time, so that there is no reason why he should attempt to deceive me. I asked him quietly how the sheep were doing, and whether they were lower now than he had been receiving. "Oh, dear me, no," he said, "they are not "lower; I am getting from 18*s.* to 1*l.* from the "butcher for my wethers, and you may take "that from me as a fact."

24,086. It seems to me strange, because about 25 years ago my father was able to make about 1*s.* a pound for wether mutton, and now wether mutton in our neighbourhood would not be more than 7½*d.* per pound?—It depends upon how you are situated. We are very peculiarly situated, and we have a very large mining population. No farmer in my district has to send more than at the outside three miles to a market, and he can sell everything. If he finds the butchers unwilling to give him a reasonable price, he will simply slaughter for himself, and go and sell all round at the cottages, and that is done very largely by the farmers, and then they get the butcher's price, do you see. We have got excellent markets in our district. I do not suppose you have; you have not got anything like the market we have, close at our doors.

24,087. With regard to this question about preferential claim for rent, you say that you think it is a great advantage to the tenant?—I think it is in that way. I do not know what the action of landlords would be with regard to collecting their rent, if there was no preferential claim.

24,088. Well, say that they collected it in advance. Do you think that the landlords would exercise more care in the selection of their tenant?—If they collected it in advance, I do not know that they would exercise more care. If I allowed a man three months, after the rent was due, to pay me, I should exercise a great deal more care in my selection if there was no preferential claim for rent.

24,089. If you were satisfied that you could collect it in advance, would you say that the preferential claim should be abolished?—Who is to give that security to me that I shall get it?

Lord *Kenyon.*

24,090. They collect it in Scotland?—Do they?

24,091. Yes, we have been told about it?—I have not tried it. It is something new to me. I should like to think it over, before I give an answer.

Mr. *Richard Jones.*

24,092. Do you think that generally landlords would exercise more care to secure capital amongst tenants?—We must take what we can get and be thankful; we cannot command farmers with capital on the hillsides in Wales; all we look for is a steady, respectable, and industrious man, and if he can put a reasonable amount of stock on his farm we are glad to get him. I assure you no man with capital (there being farms all over England vacant), would come to the hillsides of Wales.

24,093. When a farm becomes vacant on your estate?—It never has; you are supposing an impossibility. However, I will assume it has; I can answer your question, I dare say.

24,094. I suppose some of your tenants die?—Yes, they have died, but the families take after them.

24,095. They succeed?—Yes, I have had a case where a family has died clean out.

24,096. Supposing that a tenant dies, do you get no outside applications for the farm? Are there any applicants who are not in any way connected with or related to him?—Yes.

24,097. A few?—Yes. I should have as many as I wanted, and with no difficulty to let. I can put my hand now on three or four tenants, who are ready to take any farm of mine if it becomes vacant.

24,098. Are you able to speak with regard to other estates in the neighbourhood? Is there a good deal of competition for a farm when it becomes vacant?—I do not know about a great deal of competition, but I do not think there is any difficulty in finding a tenant.

24,099. Are there any applicants?—Plenty of applicants.

24,100. 20 or 30?—No, I do not think so many as that.

24,101. We will say 20?—It may be three or four applicants.

24,102. Not more?—No, I do not think there would be. I know the district all round, and I know pretty well when the farms become vacant, it often comes before me as Chairman of the Assessment Committee or in some other public way, and I hear very often when farms have changed hands, but I know that as a rule they look for some member of the family, and if they have got a member of the family they put him in, if he is anything like a respectable man. We are very clannish; there is no doubt about it, as Mr. Sheppard said—the hillside farmers are very clannish.

24,103. You have said that you think the small hillside farmers farm better and do better than the large ones?—Yes, I think I am right there as a rule. I was trying to think of the few small farms I know of, and some that I hold, and I think, that very often they are better. I

Mr. *Richard Jones*—continued.

think very often our farms are too big for the men that have them; they have not capital enough; and I think myself, as I stated before, the best thing would be to divide, if it was not for the heavy outlay that there would be in farm buildings

24,104. I think you give this as a reason, that a small farmer generally went out to labour or to get some auxiliary aid?—Yes, he does so very often.

24,105. Where such auxiliary aid is not at hand, a small tenant would be in the same condition as a big tenant, I suppose?—Yes.

24,106. Much the same?—He would be worse off, I think, if he was removed from any chance of helping himself by some other means.

24,107. Do you think that the temptation then would be great, for the grabbing landlord to take advantage of the situation of the small farmer?—I do not know of a single case of a grabbing landlord; I really do not.

24,108. There are none in Glamorganshire?—I am not speaking, mind you, for the whole of Glamorganshire, I am speaking really of a district that I do know, and of the landlords that I do know, and I do not know of a grabbing landlord. Almost all the land in my district is held by comparatively large landlords, and they are fair and liberal. I do not know of any grabbing landlords.

Mr. *Seebohm.*

24,109. You spoke about the advantage of your market being close at hand, owing to the populousness of the country, I suppose?—Yes.

24,110. That applies more to sheep than to bullocks and cattle, I suppose?—Yes, I should think it does, except that it is a market for fat stock.

24,111. As a rule you are rather breeders than fatteners of stock?—Yes, we are. At the present time, or during these last two years, the farmers have been driven to fatten what they formerly used to sell as store stock. It is a very indifferent fattening, but still they call them fattened beasts, and they sell them to the local butchers, and they sell them to the workmen about. If it was not for that market I do not know what they would do with fat stock—such as they call fat.

24,112. When the great fall in the price of wool took place, I suppose the reason why that did not produce a depression such as we are passing through now, would be, as you say, that it did not lower the price of sheep in anything like a similar proportion?—No, it did not lower it anything like.

24,113. You were very hopeful, I was glad to hear, with regard to this depression being only temporary. You would rather found your view upon the fact that the general depression of trade has a great deal to do with the depression of particular prices, would you not?—There is no doubt about that. The depression of trade has an effect over the whole of England upon farmers.

24,114. And especially in your neighbourhood?—Yes.

Mr. *Seebohm*—continued.

24,115. Would you say that trade generally has been depressed almost as greatly as agriculture in your neighbourhood?—No, I do not think I should—certainly not.

24,116. But the depression has extended over the whole of England, and that would indirectly affect even the price of your cattle, which you would have to send away by rail?—Yes. I do not know exactly what affects the price of our store stock. Of course the farmers will tell you it is the foreign competition. There may be something in that, no doubt, but still before they suffered from American competition at any rate to anything like the extent they have been doing lately, there were ups and downs in the farming trade.

24,117. Where would your store bullocks go? To the east of England?—Northamptonshire, from my district mostly.

24,118. So that the ups and downs would be partly the result of whether there was keep or not in those districts?—Yes; and of course this was a dry summer, and shortness of keep has certainly affected the passing of cattle this last summer.

24,119. I was very glad to hear that you took that hopeful view, and I think I see the reason of it?—I do not think anybody need despond.

Professor *Rhŷs.*

24,120. What is the name of your house?—Kilybebyll.

24,121. I take it you talk Welsh?—No, I do not, I am sorry to say, though I have lived all my life in Wales, and was born and bred there.

24,122. You were acquainted with farming in Ireland. May I ask what part of Ireland chiefly?—County Limerick, and part of County Clare. I have been a resident there, and I have taken a great deal of interest in it. I have never farmed there.

24,123. That would be mostly low land country, would it not?—Yes. There is no comparison between this district and any part of Ireland that I know.

24,124. This would be a very different sort of farm that you speak of?—Oh, dear, yes.

24,125. Then I understand from you what you say, that most of the hillside farmers have not much spare capital?—No.

24,126. Have you much trouble in collecting the rents from them?—No.

24,127. They are pretty punctual in spite of their not having much spare capital?—They are.

24,128. You mentioned just now that the hedges are not kept up to the mark that they used to be, and that one reason for the farmers keeping up good hedges usually, was to protect their farms against the mountain sheep?—Yes.

24,129. You do keep mountain sheep still, but how do you keep them out now?—They have now-a-days put up netting and barbed wire chiefly, and that is a sort of "cover slut" you may call it; it is put up to stop sheep when a farmer does not care to make up his bank as he should do.

Professor *Rhŷs*—continued.

24,130. Then what sort of sheep are they now that keep up their price?—They are a very inferior class of mountain sheep, but we have a hungry population, as I have said, in our neighbourhood, so that that really keeps the price up.

24,131. It is not the best kind of Welsh mutton?—No.

24,132. But still something is to be allowed for an improved taste in England for Welsh mutton in keeping up the price, do you not think?—I hope so devoutly. They should have as many as they liked from me.

24,133. I think you said that the farmers did not insure their buildings?—No.

24,134. Is it done at all. Do you insure your own buildings?—I have insured my own, but unfortunately I have not insured my tenant's buildings, and I have been a sufferer in consequence; I had a range of buildings burnt down last spring.

Lord *Kenyon.*

24,135. I have one question to ask you which is handed in by Miss K. Jenkins: "How can sheep "be selling as well as ever when at the last "local markets the price was 2¼*d.* and 2½*d.* per "lb. live weight. Three or four years ago they "went at 4*d.* and 4¼*d.*; prices given by butchers "from Swansea and elsewhere in Carmarthen-"shire?" Do you agree with those prices?—I am not prepared to criticise them for the moment. I only gave you the information which I got from more than one tenant, as to the price of mountain sheep at the present time. I told him what my object was, in examining him specially upon the subject, and that was that the question might be asked at the Commission. I said I was going to appear at the Commission, and he gave me that information, so that really I am not prepared to say whether he is correct or not, but I feel not the slightest doubt, that so far as he is concerned, he is perfectly correct, and he is a man who would have no reason to tell me a lie, and would not have done it under any circumstances.

24,136. Some questions are handed in by Mr. Vincent. The first is as follows:—"Do you not "think that a system of giving temporary abate-"ments, has a tendency to induce farmers to "exaggerate their losses at times of depression?" —I cannot answer that, my Lord; I could not say.

2541. 24,137. "Is Mr. Richard Rees, of Hendre "Caradog, who gave evidence at Swansea on "May 25th, your tenant?"—Yes.

2620. 24,138. In answer to a question he said, "My "landlord has contracted himself out of the "Agricultural Holdings Act?" Is that so?—That is the Act of 1875?

Lord *Kenyon*—continued.

24,139. I suppose so?—Yes, I believe I did; I am not sure.

24,140. "Is there any pretence for saying that "you have tried to contract out of the Act of "1883?"—No, none whatever. I have got the man's evidence here, and I was going to ask permission to answer one or two matters in his evidence.

24,141. I see at question 2620 he is asked, "Are you under the East Glamorgan custom, or "the Agricultural Holdings Act, or any other "custom?" and the answer was, "My landlord "has contracted himself out of the Agricultural "Holdings Act. The Act was in operation in "1875." Then we pursued that subject and said, "He cannot contract himself out of the Act "of 1883;" and the answer was, "That is more "than we knew until now?"—I believe I did contract out of the Act of 1875, if I remember right.

24,142. I think you told me you had no agreements, did you not?—No agreements.

24,143. Have you anything further to state?—There were several things that Richard Rees stated that are not correct, but really I do not think I ought to take up the time of the Commission. They are trivial in their character.

24,144. Are they only trivial?—They are only trivial. There is one thing he mentions here at 2566. The question is asked, "What kind of "extra service is required," and the answer is, "I can mention, as an instance, that I have kept "two horses and a cart for a week to work for "my landlord in the winter." Now that is not correct, that the man himself may have given me two or three days haulage, I have not the slightest doubt; every one of my tenants do the same, and it is a regular custom between them, and when they want help, they have to come to their landlord, and my horses haul much more for my tenants than ever they do for me. This tenant might have had the honesty to say this, that we live in a neighbourly way all of us together, and we help each other. He might have said that in the very same year that he gave me three days' haulage, I sent my men up to help him to harvest the hay; and I generally cut, or at least I did up to a few years ago, for every one of my tenants at some time or another, and sent my mowing machine. We live as a neighbourly lot, and I do not know what possessed the man to give such evidence as that. It would make his poor old father's hair stand on end, to hear his son give such evidence. In fact, his father has been as staunch an old tenant as ever I knew on the property. There are several trivial matters which Mr. Richard Rees mentioned, but I will not trouble the Commission with them.

Mr. John Mathias (Gellywren Fawr) called and examined through an interpreter.

Lord *Kenyon.*

24,145. What are you prepared to speak about?—Well, I am going to give my evidence for the public and for myself.

Lord *Kenyon*—continued.

24,146. Then will you proceed?—I am being oppressed at the present time because the rent is too high.

Lord *Kenyon*—continued.

24,147. Will you state what the rent is?—100*l.* a year, but I derive 8*l.* 5*s.* from a cottage.

24,148. And the size of it?—180 acres, I should say.

24,149. You do not know, perhaps?—Yes, I am almost sure it is 180 acres. I have plenty of land for the money; I have two or three different kinds of land.

24,150. Is it hill land?—Damp land, woody, rushes, about 50 acres of good land and part of the rest very bad and the other portion not worth anything.

24,151. Who is your landlord?—Mr. Jones, Dan Twyn, Pontardulais. He is a nice man; I am very friendly with him, but there ought to be something to teach him, that he ought not to exact too high a rent, and to give better repairs.

24,152. If you are very friendly with him can you not get him to see that the rent is too high?—No, he will not allow that to me. I have often asked him, and he knows that I can pay for every farm.

24,153. Have you anything else you wish to give evidence about?—In connection with my own farm?

24,154. Yes?—Only that we want repairs tremendously.

24,155. Will not your landlord do the repairs for you?—A little, a few repairs. He spends about 5*l.* when he ought to spend 100*l.*

24,156. I suppose you ask him?—Yes.

24,157. Is your landlord a rich man? Can he afford to do it?—Yes, he is very rich.

24,158. Have you anything to say about any instances you know, of harsh treatment with respect to farmers in your district?—Yes. 45 years ago I rented a small piece of land for 28*l.* a year. It had always been 22*l.*

Professor *Rhŷs.*

24,159. Did you say you rented it or took it at a rent?—I took it for 28*l.* I remained there 26 years at 28*l.* It had been 22*l.* before I took it, and then I took it for 28*l.* I remained there 26 years. I cultivated the place well and made it like a garden. I received notice that the rent would be raised from 28*l.* to 40*l.* We failed to agree, and I made a sale, selling everything, and we were turned into the road—I and my wife and children. We had a little for manure and so on. There came a young man, with good stock and he gave 40*l.* for it. He spent seven years there. He extracted my produce from the land. He became ill and he died and his widow became chargeable for relief on the parish in this town. Then another case. A man took land about 20 years ago in this neighbourhood. He gave 100*l.* for going to the place not because the place was cheap, but because he had children whom he was bringing up.

Lord *Kenyon.*

24,160. Do you mean 100*l.* rent?—No; he gave 100*l.* for going into the place. He remained there for about 20 years and brought the place into very good condition. The place was for sale. The tenant received no notice, to get anything for his work, from the person who might buy it, and the place was sold for hundreds of pounds more than it would have done, had the man not come there. The consequence was that, this place had been raised from 52*l.* to 60*l.* and pieces which had been sold in connection with the farm, were taken from it, to the value of 13*l.*

24,161. A year?—Yes, the rents of the pieces which were taken from the farms amounted to 13*l.* and he raised the farm 8*l.* besides. He paid 21*l.* on his own labour.

24,162. 21*l.* a year?—Yes, a year. I have plenty of instances, and could go on until 9 o'clock, of the hardship that I know of in this world. There are other places I know of that I may mention. There was one which for 50 years used to be 28*l.* It was considered very dear at that time. It has been sold now, and it is being let for 40*l.* a year.

24,163. What is the size of that?—It is a small place. I do not know how many acres it is.

24,164. About how much?—Indeed I cannot remember how much it is.

24,165. Is it near a town? Is there any reason for its increase?—No, it is not near a town.

Professor *Rhŷs.*

24,166. Is it near 50 acres?—It is about 45 acres, but some of it is very bad land. I also ask for remedies. We want the rents reduced We live on our holdings, and we have failed to get money for our produce. We sold wheat some time ago for 10*s.* a bushel and it is 5*s.* now.

Lord *Kenyon.*

24,167. Do you raise any wheat?—Yes.

24,168. Much?—Yes.

24,169. Do you sell your straw?—I do not sell much straw—I use the straw for the thatched roofs, the eaves of which are almost level with the ground.

24,170. You use your straw for thatching; you do not sell it. Is that what you mean?—Yes, I use it for the most part for thatching roofs. I sell a little straw when I fail to get money to pay my rent.

24,171. Do you not get a better price for the straw than you used to?—Yes, because the hay crop was so insufficient last year that the straw is so much dearer on account of that.

24,172. You want some remedies; what are they?—Reduction in the rent, fair rents, and we ask for satisfaction in connexion with the improvement of the land.

24,173. And anything else?—I think it very unfair, that the taxes which have been gradually raised, should not be on the income.

24,174. On the landlord?—Yes.

24,175. The taxes on the landlord?—Yes. Supposing I pay Sir John Talbot Dillwyn Llewelyn 100*l.* a year, and I pay 5*s.* a £ for the money which I give out of my hand, and Sir John Talbot Llewelyn not having to pay any part of this money except a little income tax.

Professor *Rhŷs.*

24,176. What makes you think that Sir John Llewelyn would not pay the income tax?—I know that he pays the income tax; he ought to pay the taxes as well.

Lord *Kenyon.*

24,177. You say you want free sale?—Oh, yes.

24,178. Are you in favour of that?—Yes.

24,179. What do you mean by free sale of produce?—That we farmers should be free to do as we like.

24,180. Free sale of produce you mean?—Yes, with regard to the produce and everything.

24,181. Do you want to establish a tenant right?—Yes, and we shall all be going to the wall, unless we get something.

Mr. *Richard Jones.*

24,182. Are you in favour of tenants paying good will when they enter?—Yes, it is very unfair that one man should go, without the other man paying.

Lord *Kenyon.*

24,183. Did you ever pay any good will yourself?—Yes.

24,184. You did?—Yes.

24,185. Is that commonly the case?—It is something between us, there is no obligation as far as I know.

24,186. Did you pay anything over and above what is the common custom of the country?—No, not so much. I have many things I could say, but I think I had better stop. I want to try and influence the Commissioners to keep their eyes open for some remedy for us farmers.

24,187. I suppose that is what we were appointed for, to find some remedy if possible?—Thank you.

Sir *John Llewelyn.*

24,188. Do you know the Agricultural Holdings Act?—Not so much.

24,189. Probably you have seen it and read some of it?—No.

24,190. You have told us of some grievances that happened 20 years and 50 years before the passing of this Act?—Yes, and more recent than that.

24,191. Do you not think it worth your while to study what the law has already done for the agricultural tenants?—Yes, indeed, it would be well, but the farmers work so many hours, and after getting home in the evening they cannot find time to read.

24,192. You wish to rectify those abuses which you have stated in the instances you have advanced?—Yes.

24,193. You wish remedies for those grievances?—Yes.

24,194. Would not that remedy be found in this Act of Parliament, the Agricultural Holdings Act, 1883?—I have not understood that thoroughly.

24,195. Then I understand you want something more than that. When you speak of a fair rent as one of the remedies that you require, how do you think that that would be best obtained?—By some land court.

Sir *John Llewelyn*—continued.

24,196. Should the land court have a right to raise the rents as well as to lower them?—Oh, yes, to regulate them.

24,197. You first said what you wanted was a lowering of the rent; now you say an adjustment?—Some want to be raised and others want to be regulated. Some are dearer than others.

24,198. Then you want satisfaction for improvements?—Oh, yes.

24,199. Are you of opinion that the law gives you that now or not?—A little compensation is given by custom.

24,200. I mean something more than custom. Does not the law now give you certain compensation for improvements?—It has failed oftentimes.

24,201. It has failed oftentimes, you say?—Yes.

24,202. Is that because a landowner refuses to consent to the first schedule?—I cannot say about that.

24,203. Do you know any instances, when the consent of the landlord has been asked for and refused?—In the farm I spoke about, the man had nothing for his improvements except that his rent was raised.

24,204. The question is this. Do you know any instances in which the consent of the landlord has been asked for and refused under the Act?—I cannot answer that question; I cannot answer for that Act.

24,205. Are the rates and taxes now paid by the tenant?—Yes.

24,206. Do you think that they ought to be all paid by the landlord?—No.

24,207. Partly by one and partly by the other?—I think the taxes ought to be on the income and not on the labour. I am quite clear about that.

24,208. I want to understand precisely what you mean by free sale. Can you give me a little more explanation about that?—Free sale in connection with what?

24,209. With the farm. I will put it in the shape of a question. If you, Mr. Mathias, were going out from Gellywren, do you think you ought to have some money for goodwill from the incoming tenant?—If it was due to me. Several people leave a farm in far worse condition.

24,210. Would not that be compensation for unexhausted improvements?—Yes.

24,211. If you got full compensation for all unexhausted improvements, do you think you ought to have anything more than that?—Yes, certainly.

24,212. You think you ought to have something more than that?—No, I do not.

Professor *Rhŷs.*

24,213. If there were a good Land Act would you take the trouble to study it?—Oh, yes, I would.

Professor *Rhŷs*—continued.

24,214. Where is your farm?—In the parish of Llangyfelach.

24,215. What are the names of the other farms that you mentioned?—Pen-y-fedw Isaf. I think some one gave evidence about Pen-y-fedw Ucha this morning. This is Pen-y-fedw Isaf and Pen-y-fedw Ucha also.

24,216. What was the name of another?—Gellywren-ganol. I have not said anything about that.

24,217. I want those you did speak about?—I did not mention that before.

24,218. You mention it now?—Yes. Gellioer-ganol was 52*l.* rent, which has been raised now to 60*l.*, and they have taken two large meadows from it.

24,219. What other farm did you allude to just now?—Tyllwyd, Llandeilo-Talybont.

24,220. Any other?—Gelly-cwm-Isaf, where I have been living.

24,221. In what parish is that?—In the same parish. I lived afterwards at Gelly-cwm-Ucha.

24,222. When was it that wheat fetched 10*s.* a bushel?—I cannot mention the date. 16 years ago I paid 28*s.* for a sack, equivalent to three bushels. I have paid 11*s.* per bushel about 20 years ago.

Mr. *Griffiths.*

24,223. You say that you have been very much oppressed these late years?—Yes, I have always been oppressed; but now is the worst time.

24,224. Do you mean that the prices are very low now?—Yes, prices are very low and labour is very high, and the taxes are very high.

24,225. Do you keep any sheep?—Yes.

24,226. Do you consider that the sheep are selling now as well as they used to sell?—No.

24,227. Do you not agree with the last witness, then?—Oh, dear no, I do not agree with him.

Mr. *Griffiths*—continued.

24,228. Will you kindly tell us how much a pound you can sell your sheep for now?—About 5*d.*

24,229. What is the highest price you have ever been selling your sheep at?—10*d.*, a pound in January, February and March.

Lord *Kenyon.*

24,230. There are one or two questions asked by Mr. Vincent: "Is Mr. Jones, of Pontardulais, your landlord, a large owner"?—Yes, about five or six farms.

24,231. Is he not a small freeholder?—No.

24,232. Is Mr. Jones farming his own land?—Yes.

24,233. Then he is a freeholder?—Yes, he has two or three farms in Breconshire.

Mr. *Brynmor Jones.*

24,234. Has the Gelly cwm farm been taken by the Birchrock Colliery Co.?—No.

24,235. Is the Birchrock Colliery Co. close by?—Yes.

24,236. Was the increase of rent you spoke of, due to the colliery in any way?—No, not as far as I know; it had no connexion with Gelly-cwm-Isaf.

Lord *Kenyon.*

24,237. This is a further question by Mr. Vincent: "Do you know your predecessor made "enough money on your present farm to be "able to buy his present farm for 4,500*l.*"?—Yes, I understand the question and I know where he got the money.

24,238. Did he get it out of the farm?—He made some from the farm, but he got the money after an old uncle from Morriston.

The witness withdrew.

Mr. JOHN JEFFREYS called and examined.

Lord *Kenyon.*

24,239. Will you give your evidence in English or in Welsh?—I will do my best, for the convenience of the court, in English.

24,240. Thank you very much as we have several witnesses to get through. You are Mr. John Jeffreys, of Penwaunfawr, Llangyfelach, and you are a farmer?—Yes.

24,241. You wish to speak about high rents?—I do.

24,242. In your own case?—Personally in my own case.

24,243. Will you give us the details?—I am a tenant farmer. My farm comprises about 126 acres of land. Out of the 126 acres there are about 42 or 43 acres which I can plough or cultivate. The other part is rough, rushy meadow, very damp land.

24,244. What is the rent?—The rent at the present time is 56*l.* a year.

Lord *Kenyon*—continued.

24,245. Who is your landlord?—Sir John Llewelyn.

24,246. Has your rent been raised?—It has been reduced since I took it first.

24,247. You have something to say also about local taxation?—I have.

24,248. What is your opinion of that?—About 1883—about the first half year of rates that I paid—the taxes were about 2*l.* 10*s.* or 2*l.* 12*s.*, I forget which, and my last half year of rates the amount of taxes was 5*l.* 12*s.* 1½*d.*, without poor rate or sanitary rate.

Mr. *Seebohm.*

24,249. That is the actual rates on the farm?—Yes.

Lord *Kenyon.*

24,250. You also wish to speak about trespass of game?—I do.

24,251. What have you to complain of about the game?—Well, I have felt large and very considerable damage done to my crops on many occasions. The ground game is the most ruinous thing to farmers in several ways.

24,252. Do you make use of the Ground Game Act?—No. My agreement when I took the farm was that the game was preserved.

24,253. You do not make use of the Ground Game Act, which allows you to kill the rabbits?—No, we have had that very little.

24,254. You are aware that there is such an Act?—Well, I have heard about it, but still there was some fear in our hearts that we had better please the keepers than anybody, and we leave them alone.

24,255. So the rabbits annoy you, do they?—Yes, in several ways.

24,256. Is your farm adjacent to the covers?—Close by to some of them, and close on the other side to Lord Swansea's covers up the road.

24,257. It is Lord Swansea's game that troubles you?—Both of them.

24,258. Have you applied for compensation?—I have received some.

24,259. Then you wish to speak upon compensation for improvements, I think?—I wish to state a little more about the ground game. In the year 1891 I sowed 11 bushels of wheat; I had some wire netting from my agent to protect it. There was considerable damage done on that field. There is a gentleman in this Court at the present time, who was by my side on the machine, when I was cutting what was left. I venture to say honestly that nearly about two-thirds of that field was gone, and as to the result of that, I will show you what I had to pay from September 17th, 1892, to October 3rd, 1893, for flour for my family. It was as stated in that account (*handing in an account*).

24,260. This which you have handed up is a bill for 9*l.* 13*s.* for flour. Had you been in the habit before of grinding your own wheat?—I have never ground my own wheat myself.

24,261. Did you get any compensation for that damaged crop of wheat?—No, I did not apply, because wire netting was given me to protect it.

24,262. Did they get over the wires or under the wires?—Mostly generally under it.

24,263. Have you any more, you wish to say about the ground game?—Well, I have seen a lot of damage this way and the other way. According to the year 1891 there was considerable damage done by the pheasants; in that wet year there were crops on the ground. This year again, there has been a lot of damage done, by the game coming from the covers of Lord Swansea, close by Penwain Fach, we call it, just by the road there, and Bryngwilech. A very large amount of damage from the coming of the pheasants there. I believe there has been a great loss to me of several hundreds of potatoes this year.

Lord *Kenyon*—continued.

24,264. Do you wish to say anything with regard to compensation for improvements?—I believe in it.

24,265. But is it not adequate now under the Agricultural Holdings Act?—Well, I have never read the Agricultural Holdings Act.

24,266. Do you think it would be a good thing if the East Glamorgan custom were utilised in this part of the country?—I believe so; it would be a great improvement in farming.

24,267. Do you think the farmers would regularly take it up?—I would.

24,268. You would yourself?—Yes, I would.

24,269. And would that to your mind settle any grievance with regard to that?—I believe so.

24,270. Then have you anything more to suggest in the way of remedy?—Well, I believe that nothing would be better than that we should have a few persons, say eight or ten farmers and eight or ten landlords, to meet as a sort of court to make things up.

24,271. A sort of arbitration court?—Yes.

24,272. And you think that they should be farmers and landlords?—Farmers and landlords.

24,273. And not persons independent of either?—No; persons from the neighbourhood.

24,274. And they should have the power of fixing rent, do you think?—Well, I believe so, because persons who know the neighbourhood, know the value of the land.

24,275. And they should have the power of fixity of tenure, you think?—I do.

24,276. In the case of a bad tenant would they have the power of refusal?—Well, I would wish it be so, that the landlords should have power.

24,277. You put down here "Free sale"; what do you mean by that? Is it compensation for improvements again?—That is what I mean.

24,278. You do not mean anything further in the way of a tenant right?—That is what I mean, so far as I understand it.

24,279. You do not mean what is commonly called in Ireland, the tenant right, the Ulster right?—No, I do not understand that.

24,280. Have you anything more you wish to say?—Nothing else occurs to my memory at the present time.

Mr. *Griffiths.*

24,281. Do you think farmers would farm any better if they had this court and this right?—My belief is so.

24,282. You believe so?—I do.

24,283. And do you think they would be able to produce more from the land?—Certainly they would.

The witness withdrew.

Mr. WATKIN WILLIAMS called and examined through an interpreter.

Lord *Kenyon.*

24,284. You are a farmer at Blaen-y-rolch fa-fach, Llangyfelach?—Yes.

Lord *Kenyon*—continued.

24,285. And you wish to give evidence as to high rent?—Yes.

Lord *Kenyon*—continued.

24,286. Have you any statement written out for us?—No nothing.

24,287. Is it your own case you want to refer to?—Yes.

24,288. Will you state particulars?—I asked for a reduction in rent and a reduction in taxes, too.

24,289. What is your rent?—32*l*.

24,290. Do you know the size of your farm?—90 acres and 2 perches.

24,291. Is it hill land?—Yes.

24,292. Who is your landlord?—Mrs. Gwyn, Dyffryn.

24,293. Have you a lease?—No.

24,294. You asked for a reduction and you did not get it?—No, I did not ask for a reduction in the rent, but I asked——

24,295. But why did you not go and ask Mr. Sheppard?—Mr. Sheppard is not my landlord.

24,296. Is not he your agent?—No.

24,297. We are not a land court and we cannot reduce your rent?—I do not understand that you can do that.

24,298. The person to reduce your rent at present is your landlord, or rather your landlady?—Just so.

Mr. *Brynmor Jones.*

24,299. May I suggest that what you mean is by some means or other the rent should be reduced; is not that what you mean?—Yes, that some means should be established whereby the rent should be reduced.

Lord *Kenyon.*

24,300. I would recommend you if you wish your rent reduced to ask for a reduction. Then you wish to speak of "cost of fencing round mountain, &c." What have you to say about that?—Some fence nearly a mile and a half.

24,301. Walling or wire?—Hedging—turf.

24,302. And that you have to keep in order?—Yes, I am obliged to keep it well, or else the creatures will come in from the mountain, of course.

24,303. Have you anything more you wish to say on that?—No.

24,304. You wish for a land court?—Oh, yes, I believe in that. I believe it would be beneficial to the landlord as well as to me.

24,305. Why? Do you think it would raise the landlord's rents?—No, I do not believe that.

24,306. Then how would it be beneficial to the landlord?—Because people give more than their value for farms, and then leave them in a fearful state and go away.

Lord *Kenyon*—continued.

24,307. Do they?—Oh, yes.

24,308. Do you know any instances of that?—Mr. Mathias has mentioned one now.

24,309. Do you know any instances yourself?—The farm where I live on now. Before I went there there were only two hurdles or jumpers; there was not a single field, where you could turn a creature into, safely.

24,310. Then he was a very bad farmer, I take it?—The husband and his children worked in the works.

24,311. They did not do much upon the farm?—No.

24,312. Did they pay a higher rent than you pay?—No, the same rent.

24,313. Then I do not think that is a case quite in point. Have you anything more you wish to say?—No.

Mr. *Brynmor Jones.*

24,314. You know this district pretty well, do you?—Yes.

24,315. Do you know whether, speaking broadly, the farmers in this district complain that the rents are so high that they cannot farm profitably?—Oh no, they cannot. All the farmers who are here present, are ready to say just the same as I am saying now, that they cannot pay. They are spending the money that they had before, and are getting into debt now. They cannot pay the rent.

24,316. Do many of them have to borrow money in order to pay the rent?—Well, several of them have been obliged to borrow. I do not know how it will be this year. I think they will be obliged to borrow or else not be able to pay the rent.

Mr. *Griffiths.*

24,317. Do you consider the times worse now than ever you remember?—Yes, very much worse than it ever has been.

24,318. Do you agree with the last witness with regard to the price of sheep at present?—No, I do not.

24,319. Do you consider that the price is very low at present?—Prices are lower now than they ever have been.

24,320. What are the prices at present per pound?—You have to be very sharp to sell them for 5*d*., and perhaps you cannot sell them at all.

24,321. What is the highest price you have ever heard of?—I have had 10*d*. for the sheep and 1*s*. for the lambs.

The witness withdrew.

Mr. LLEWELLYN GRIFFITHS called and examined through an interpreter.

Lord *Kenyon.*

See 24,382.

24,322. You are Mr. Llewellyn Griffiths, of Brynteg?—Yes.

24,323. Are you a tenant farmer?—No, I am a collier.

Lord *Kenyon*—continued.

24,324. And a freeholder?—No, I am not.

24,325. You wish to give evidence as regards some harsh treatment with regard to your property?—Yes.

Sir *John Llewelyn.*

24,326. Where is Brynteg?—I live on Garngoch Mountain.

24,327. Then it is not Brynteg?—No, that is a mistake. I live on Garngoch Mountain.

Lord *Kenyon.*

24,328. Now will you give particulars?—My father had a little spot of land. It was from father to son. My father had an account that they had had it for 350 years, sometimes putting wheat in, and at other times potatoes. After my father married, he built a little cottage on it. He had no evidence that his ancestors had paid a halfpenny before him. After they had built, the agent of Penllergaer came forward to claim the land.

Sir *John Llewelyn.*

24,329. Is it my property?—Yes, of course.

24,330. May I inquire where it is?—Bryn Llanelly.

24,331. That is not Garngoch?—No, I live at Garngoch.

24,332. And this is where?—At Bryn Llanelly, where I was born and bred.

Lord *Kenyon.*

24,333. Now will you continue?—The agent asked what rent they paid for the land. There was only my mother there. My father was at Merthyr, at the time, working. She said that they did not pay anything to anybody, and that no one had ever asked them a halfpenny for it.

Sir *John Llewelyn.*

24,334. When was this?—It was before I was born. It is my mother's evidence that I have now. The agent told my mother that they were very foolish to build a house on the land without having a lease from anybody. She said that she did not know that a lease was necessary or anything else, that that land was the property of my father and his ancestors for 350 years before. Then the agent told her that it was a part of the Penllergaer estate. "I have nothing "to say," she said, "but I must inquire again "or get to know again from my husband." She went to Merthyr to him, and he came down. The agent came there to meet him afterwards, and said that it was a portion of the Penllergaer estate, and said that they must pay some amount of rent or else they would lose the house and land and everything. He frightened them so much in that way. I do not know that I can say quite right, but I think they paid 5*s.* the first time, and the agent told them that the place would be for them and for their descendants for ever. After that the rent was raised continually, and when my mother died a notice came to the house, she did not live at the house then, when the corpse was in the house, before the burial, notice came to leave the whole place. Parc Richard was the name of the place. After that I spoke to the present agent, and what he said to me was that he did not wish to speak with me. I told him that I wished to keep the place on any condition, and he said, "Go away from the office." I have receipts to show how the rents were being continually raised. (*Handing in same.*)

Mr. *Brynmor Jones.*

24,335. As you are producing documents, may I ask if you have any other documents of title coming from the possession of your father or mother?—Nothing; but the agent told me that there was an agreement at Penllergaer, but I never saw it.

24,336. That would be an agreement very likely made after the house had been built, under the circumstances of which you have told us?—Yes.

24,337. But have you any evidence to show that your family had possession of this plot of land for so long?—I have only my mother's evidence. I believe my mother. I can hardly remember my father. He was buried when I was a child.

24,338. Why did not your mother resist the claim of the agent?—That is what I cannot answer. She did not understand anything about it.

24,339. But from what you have told us she was fully alive to her rights, because you told us that she told the agent that it was her husband's property, and had been his father's before him?—Yes, she did tell him that.

24,340. But nobody could turn them out by force. At least nobody could walk in and turn them out by force?—I cannot say anything as to who could turn them out, or who could not, but that was how things were, and we lost the place altogether.

24,341. Was this waste or common land?—No, it was neither, as far as I can recollect.

24,342. What kind of land was next to the land on which your father built the house?—It was farm land, the whole of it.

24,343. What was the size of this bit of land?—An acre and a quarter perhaps about, I cannot say precisely.

24,344. Was it copyhold land?—I do not understand that.

24,345. And there is no document which throws any light on it at all?—Nothing of the kind.

Lord *Kenyon.*

24,346. Have you anything more you wish to say?—What I wish to say is that why I came here to-day was to see if a thing of that kind cannot possibly be altered.

Mr. *Brynmor Jones.*

24,347. Your mother claimed the land for your father, but she did not resist. If you had had the land for 20 years, in all probability you would have won your action?—She had not the money to litigate or resist an action.

24,348. Your father would have been the defendant, or your mother after him would

Mr. *Brynmor Jones*—continued.

have been the defendant. Whoever claimed the land would be the plaintiff. If it was the squire of Penllergaer, it would be he who would have to commence the action?—I have nothing to say to that, except that they paid in accordance to the demands of the agent.

24,349. But neither your father nor your mother had other land held under the Penllergaer estate?—No.

24,350. Therefore she was quite independent of them, was she not?—Yes.

24,351. What could the agent do to your matter?—I do not know anything, but it is possible that things were darker then, than they are now. Who would say a word against an agent in those days?

24,352. Then as I understand your point is this, that your mother was afraid of the agent, is that it?—Yes, or else she would never have allowed or given him a claim.

24,353. But why was your mother afraid of the agent, that is what I cannot understand?—Ignorance or want of knowledge.

24,354. My experience of the Welsh people is, that if somebody comes and claims their land they do not usually give it up?—I cannot say anything as to what you know, but that is what my mother did.

Mr. *Seebohm.*

24,355. What view did the neighbours take of it?—What I heard them say, and I often heard my mother and them speaking together, was that it was very unjust.

24,356. Did the neighbours think that it had been in the family 315 years?—Of course, there is an account that it had been in the possession of my ancestors in that way.

24,357. And had the neighbours also had their farms as their own in that way for a long time?—I cannot be sure about that, but I have often heard some say, that there were other spots of a similar character, in the neighbourhood, under the same circumstances.

Mr. *Brynmor Jones.*

It is described as Parc Richard in all the receipts, as though it were well-known land.

Sir *John Llewelyn.*

24,358. What is your age?—I was born in May 1840.

24,359. Then you are 53 years of age, and this happened before you were born, is that so?—I was born there.

24,360. Did this happen before you were born?—They paid a rent to Penllergaer before I was born.

24,361. Then it was over 53 years ago?—Yes, very likely.

24,362. Who was the agent there?—I do not know. I cannot say who was the agent before I was born, but I know who was the agent afterwards.

Sir *John Llewelyn*—continued.

24,363. When you first remember who was the agent?—Mr. Griffiths.

24,364. Was he any relation to your father and mother?—I never heard that it was so.

24,365. Did your mother go to see my father?—Yes, sometimes.

24,366. Was there any man in Wales more likely to do justice to your mother than my father was?—I do not know that there was any one more likely to, but that is how he did with my mother, and he promised that it should be for her descendants as long as they existed.

24,367. But why do you throw it all upon the agent?—I have nothing to say, but that it was the agent who frightened my mother.

24,368. But I understood you to say your mother went and appealed from the agent to my father?—Yes, she said that she had been speaking to him face to face, that is to your father.

24,369. Still she had to pay the rent in acknowledgment?—Yes.

24,370. Then I do not quite understand why you throw all the blame upon the agent?—That is why I throw the blame upon him, because it was he who first came to my mother to claim the place.

24,371. I should like to know what was the amount of the rent raised. It was first of all 5*s.* when you first remember?—My mother said that. I do not know.

Mr. *Brynmor Jones.*

One of the latest receipts is dated the 7th of June 1882, and it is for one year's rent, 3*l.*

Sir *John Llewelyn.*

Is that for the house?

Mr. *Brynmor Jones.*

It does not say. It describes the close as Parc Richards.

24,372. You must not think that any of us are unfriendly to you, but what I should like to know is, whether there is any bit of evidence beyond your mother's statement in support of this claim?—There is no evidence beyond that the house was built, and I do not think my father and mother would be so foolish as to build the house on the place and pay rent, if they paid rent for the land before. I do not think they would be so foolish as to build a house on land for which they paid rent.

Mr. *Seebohm.*

24,373. Are you sure that your parents did not have a lease for lives?—My mother said there was a 21 years' agreement on it all along, but I never saw any agreement, and when I went to speak to the agent, the agent told me that there was an agreement at Penllergaer.

Lord *Kenyon.*

24,374. I have some questions to ask you which have been handed up by Mr. Rees: "Who lived

Lord *Kenyon*—continued.

" in the house at the time of your mother's " death ?"—There were two small houses. David Low lived in one.

24,375. And who lived in the other ?—Thomas Morris lived in the other.

24,376. " How long before your mother's death had you left home ?"—About 20 years, close upon 20 years.

24,377. Then it was not in the occupation of your mother or yourself at that time ?—No, beyond that those who lived in the cottages paid a rent to my mother, and my mother paid the ground rent to the Penllergaer estate.

Sir *John Llewelyn.*

24,378. Did she sub-let ?—Yes.

24,379. I suppose she got an improved rent, did she—she got more ?—Yes.

Lord *Kenyon.*

24,380. This is another question by Mr. Rees; " Did the agent say when you called upon him " that your mother had a lease or agreement on " the premises ?"—He said that there was an agreement in connection with the place, and that the agreement was at Penllergaer.

24,381. Mr. Rees also wishes me to ask: " Were " those people living in the houses any relations " of your mother ?"—No. Re-examined 24,385.

The witness withdrew.

Mr. W. J. REES called and examined.

Lord *Kenyon.*

24,382. You wish to say something upon the evidence we have just heard ?—I desire to give simply an explanation as to how this occurs. I became agent to the Penllergaer estate 25 years ago. At that time I found upon the rentals, Parc Richard, in the name of Mary Griffiths, at the rent of 3*l.* per annum. That continued being paid until her death, and in looking over the schedules of the leases of the estate to make myself acquainted with it, I observed that there was a lease in existence. When the people living in the houses, at Mrs. Griffith's death, applied to me for the tenancy of the premises (that was, to continue after her death) I told them, certainly — that we always gave preference to those who were living in the houses, and that I would look up what the terms of the lease were. Some time after that this gentleman here (Mr. Llewellyn Griffiths) applied, and stated that the property belonged to him. I told him that there was a lease in existence, and I told him that his mother had been holding the houses as lessee for a large number of years, I could not tell him how long, but certainly during the whole time of my agency, and that she paid a ground rent—that is, it appeared under the head of ground rent in the rental. He persisted in saying that the property belonged to him, and I said that I

Lord *Kenyon*—continued.

really had nothing further to say to him, these were the facts, and I could produce the lease if it were necessary, and very likely I did tell him. that it was at Penllergaer where the documents are kept. I never saw him before or after. That is the only interview I ever had with him. The property is certainly shown upon the estate map as being part of the Penllergaer estates. It adjoins other properties of Sir John Llewelyn, and there are two houses there, not one. He said one house at first.

Sir *John Llewelyn.*

24,383. I suppose we had dealt with it as private property for a number of years. It is leased property, I suppose. Is it under lease now ?—No, the lease expired.

24,384. When did the lease expire ?—I think about 10 years ago. Of course I did not know that this evidence was coming on or I might have prepared myself and brought the documents and books down. Those are the facts. I never heard of any claim being set up by any one except this man, and he had nothing in the world to substantiate his claim. I asked him if he could refer me to anything that would throw any light on the subject, and he said he had nothing.

The witness withdrew.

Mr. LLEWELLYN GRIFFITHS recalled and further examined through an interpreter.

The evidence of Mr. W. J. Rees was translated to the witness.

Lord *Kenyon.*

24,385. Do you wish to say anything further ?—Was it fair that strangers should have the first claim before us—we who had been labouring on the land ?

Sir *John Llewelyn.*

24,386. You say it was 20 years since you yourself had been there ?—I say that I had left home 20 years prior to my mother's death.

Mr. *Brynmor Jones.*

24,387. You did not ask for a lease of the property; only to become tenant of the property ?—I asked for any condition so as to be able to keep the place, because we had been born and bred there.

24,388. But what you told me was that you saw Mr. Rees, and said that the land was your mother's, and that you referred to your mother's

Mr. *Brynmor Jones*—continued.

testimony?—I asked him for a lease, and he said to me that he was not going to speak to me, and told me to go out of the office. I asked him afterwards if he would sell it off then, and he said "Botheration, go out of the office." It is quite true what I say.

The witness withdrew.

Mr. JOHN GLASBROOK called and examined.

Lord *Kenyon.*

24,389. You wish to give evidence with regard to non-compensation for improvements; is that so?—Yes, I am here to represent my brother, more than anything else.

24,390. Would you give us the particulars?—Too high rents is what I have to speak about most.

24,391. What is his rent?—100*l.* a year.

24,392. What is the size of his farm?—It is about 70 acres, that farm; he has more of the same land under the same landlord.

24,393. But for that rent?—No, it is different; it is two little farms. The rent of the other is 30*l.* This one he complains of is 100*l.*

24,394. For 70 acres?—Yes, or a little under.

24,395. Whom is that under?—Sir John Morris.

Sir *John Llewelyn.*

24,396. Sir Robert Morris, I think it is now?—Sir Robert Morris.

Lord *Kenyon.*

24,396*a*. Has your brother applied for any reduction?—Yes.

24,397. And he has been refused it?—He has not had it yet.

24,398. Is it under consideration?—Yes.

24,399. Did he consider it was too high in good times or too high this year only?—Well, it has been risen since my father's time. I went there first before him; I was there when I was 15 years of age.

24,400. It has been risen lately?—Yes, it was 60*l.* then, and it has risen from 60*l.* to 100*l.*

Mr. *Richard Jones.*

24,401. When was it raised?—It was advanced nearly 20 years ago.

Lord *Kenyon.*

24,402. Then do you wish to speak with regard to anything else?—I think the neighbourhood generally is just the same, with regard to the height of the rents.

24,403. Do you think they appear high because of the depressed times, or have they always been too high?—That farm is too much, and I know it is too high. There have been others, and I reckon that where so much has been made out of that, it has gone down to nothing.

Sir *John Llewelyn.*

24,404. But 100*l.* for 75 acres is considerably more than 1*l.* an acre. You do not mean to represent that as the average of rents in the neighbourhood, do you?—No.

24,405. That is what you were saying. That is what I understood, but surely you did not mean that?—There is another farm which belongs to him, Pentrefelin Vach, next to Pen-y-Pant, that is 35*l.* That is not too dear.

Professor *Rhŷs.*

24,406. How many acres is that?—The acreage of Pentrefelin Vach is 45.

Lord *Kenyon.*

24,407. Do you wish to speak about improvements and non-compensation?—I think if he was sent from there—he has made great improvements since my father and myself went there first.

24,408. You think fair compensation should be paid?—Yes, it is double; it is three times the value it was then.

24,409. Do you know anything of the East Glamorgan custom?—No, I have been through there.

24,410. You have heard of it?—Yes, I have been through there. They farm very well, from what I saw there.

24,411. Would it be a good thing if that custom was introduced into this part of the world, do you think?—Yes, I think it would.

24,412. Would farmers make use of it?—Yes, I believe so. I know my brother has carried more manure to that farm than anyone. There are two carts generally two or three days a week carrying some there.

24,413. Perhaps his landlord may reduce the rent. You say it is under consideration?—Yes.

Sir *John Llewelyn.*

24,414. It is very good land and very near Swansea, is it not?—There is as bad land by it.

24,415. There is some good land and some bad?—You must make it good.

24,416. It is near Swansea?—Three miles from Swansea.

24,417. I know it. I only want to get from you that it is a long way above the average of the land in the neighbourhood, is it not?—Yes.

24,418. Because you said just now it was the same as the rest of the neighbourhood. I do not think you meant that, did you?—No.

24,419. What would be the average rents of that neighbourhood, do you say—12*s.* an acre, more or less?—Well, that would be plenty.

Sir *John Llewelyn*—continued.

24,420. What was the field let for, where Llangefylach fair was held?—The farm always let, whatever.

24,421. At the time of the fair?—I cannot tell you exactly.

24,422. That was at a pretty high rent, was it not?—You mean the fair day?

24,423. Yes?—Yes, there was a good bit.

24,424. A pretty good profit was made over that field?—Well, I do not know. There was a lot of expenses, but taking the loss and all, I do not think there was so much, but there is nothing without labour.

Sir *John Llewelyn*—continued.

24,425. What I wanted to get from you was that upwards of 1*l.* an acre is not the average rent of the land of that neighbourhood?—No. It is out of reason—no one can pay it. There is a lot of it which is not worth 5*s.*

The witness withdrew.

Mr. Arthur Powell called and examined (through an interpreter).

Lord *Kenyon.*

24,426. You wish to give evidence with regard to high rents and local taxation. Is it your own case?—It is general evidence.

24,427. Are you a tenant farmer?—Yes.

24,428. How many acres is your farm?—52.

24,429. Are you satisfied in your own case?—Yes, with the rent.

24,430. What is your rent?—35*l.*

24,431. Whom do you farm under?—Lord Swansea.

24,432. Do you wish to give evidence on behalf of Lord Swansea's tenants or his neighbours?—No, not particularly. All the evidence I have with regard to that, is that I am pretty well satisfied with the rent of my own place, if I only had the buildings to correspond with it.

24,433. You want some more buildings. What do you give evidence for?—There is a section in our district, Llangyfelach, where it is very bad land, making five different kinds of land, and two-fifths of that is very poor land, generally speaking. In view of the present rents, as the land is so poor, and there being so much foreign competition, we consider that the rents are too high on that land for one thing.

24,434. Would you give any instances?—In what way?

24,435. Well, names of farms?—Some of those farms undoubtedly are pretty fair for their value.

24,436. I want to know an instance of a too highly rented farm?—As I have stated, the rents are, generally speaking, too high to meet with that kind of land and foreign competition.

24,437. I want an instance?—I have said that the farms are generally too high to meet with the land being poor and foreign competition.

24,438. Then have you anything else you wish to say?—Yes, in connection with local taxation here. Taxes have been raised greatly in the course of the last few years.

24,439. They have gone up?—Yes, taxes as much as 100 per cent. For one instance, the latest law that has come in our way, the County Council, to keep our roads in Glamorganshire, the expenses of the year have been raised from 11,000*l.* to 18,000*l.*

24,440. Your complaint is against the County Council, is it not?—As regards the rates; they do regulate the rates so far.

Lord *Kenyon*—continued.

24,441. Is not the County Council an elective body?—They are so.

24,442. Why do you not return a candidate pledged to economy?—In its management I think it ought to be better.

24,443. The remedy lies in the electors' hands?—The reform on the improvement, has come to us in the shape of 3*d.* in the £ taxation.

24,444. You have a remedy to suggest, I think?—The other rates have risen correspondingly. I do not condemn the Acts, but I attribute that to the management in carrying the laws out.

24,445. I cannot refrain from asking you one question: Do you think the management was better under the old Court of Quarter Sessions, then?—It does not matter about an old law or a new law, unless you have management.

24,446. I ask you whether the management was better in the old days?—Yes, I think so.

24,447. Yet the rates were lower?—The laws are better, but the management is worse.

Mr. *Richard Jones.*

24,448. How about the roads? Are the roads better?—No, just the same. This is the question: I might mention the Education Act.

Lord *Kenyon.*

24,449. It is getting late, and I want to pin you down to fact as much as possible. You have a remedy to suggest?—In connexion with this business?

24,450. For the whole thing; high rents, and so on?—The evidence which has been given here has not touched what we feel and what we appeal for in our district. We appeal for a land court, first of all, to rule our matters, anything which may concern us as farmers. Secondly, we ask for fixity of tenure, and, thirdly, we task for free sale.

24,451. What do you mean by that?—In two ways, that the farmer should have liberty to sell his produce in the best marketable way, or in the best way with regard to the market and with regard to his land. The reason why I mention that, is because some of our agreements condemn the sale of hay and straw, swedes, and so on.

24,452. If you had that, what is there to prevent a bad tenant selling off everything and exhaust-

Lord *Kenyon*—continued.

ing the land?—I consider that the tenant should have the liberty to sell these things in market, but that he should bring back into the land manure, lime, and so on, correspondingly.

24,453. That does not answer my question: what is there to prevent a bad tenant selling off everything, and exhausting the land?—The law of the land, of course.

24,454. Where is the law of the land?—We want it, then.

24,455. If you ask for free sale of produce, I ask what is to prevent the tenant exhausting the land if he chooses?—First, we should get a law, so that it would be possible for a tenant to sell the produce, I have mentioned, of his land, and secondly, the law of the land should also compel him to bring back correspondingly, lime, manure, and so on, to the land.

24,456. Have you any other remedy?—That is free sale with regard to the produce, but again there is free sale for improvements, and so on. Suppose a tenant happens to leave his farm, the business of that tenant is, that there should be a law compelling him to get compensation for improvements.

Lord *Kenyon*—continued.

24,457. Compelling the incoming tenant to take them over?—Yes, which would make it compulsory that he should have compensation for improvements from the incoming tenant or from the landlord.

Mr. *Richard Jones.*

24,458. Do you think it would be just that the landlord should have the right of claiming for deterioration or exhaustion of land?—I think there should be no compensation; that the agents, or someone of that kind, should look after the place, to see that there should be no deterioration.

Professor *Rhŷs.*

24,459. Then you say liberty to sell?—Yes, of course, but the land is not to be in any way destroyed, but is to remain in the same condition and to be improved if possible.

The witness withdrew.

Mr. R. H. James called and examined.

Lord *Kenyon.*

24,460. Where do you live?—Cefngolin Park, Gowerton.

24,461. You wish to speak, I believe, as to the abuse of common land?—Yes.

24,462. What is your case of hardship?—Well, in Gower there are nine commons, and they are abused. They are the commons of Clyne, Fairwood, Pengwern, Little Moor, Welsh Moor, Cefn Bryn, Rhosilly Down, Harsin Down, and Llanmadoc Hill. They do not produce what they ought to do.

24,463. You mean too much stock is allowed to go on them?—No, there is a good half of them growing furze and under water. That I consider one abuse. Such land ought to produce something for the benefit of the nation. And another abuse is that the surface is carried away; hundred of tons in the course of the year is carried away to towns and mansions for certain purposes.

24,464. Turf?—Yes. Another abuse, I consider, is that people who have a right to the land do not get it, only the people adjoining the common get the benefit of it; people who live a few miles distant do not get the benefit of the common. I live about mile and a half away from the common. If I put anything on the common it is adjoining someone's land, and that man will drive them away by some means, with his dogs perhaps, and drive them to the roads, and our policemen then get hold of them. I believe I am one in 12 or 15 summoned to this Court House this year for our cattle, and so on, straying to the highway from the common. That occurs through people driving them away maliciously, to a certain extent.

24,465. What remedy would you suggest?—My remedy would be to enclose the commons.

Lord *Kenyon*—continued.

I have seven sons. At present I want five or six farms. I have applied for farms to Sir John Llewelyn and his agent here, and many other gentlemen, but there is not a farm to be got. We have no land in the country to spare. My remedy about common land, is to sell it in lots say from 5 to 100 acres, and to sell to people that do not own land at present; not sell it to the big landowners—give a chance to others. But many would say, "Why don't you send your "children away to America or the Colonies, "where there is plenty of room for them?" Well, I do not wish to do so. We have thousands of acres of common land in Gower at the present day, that we could start ploughing.

24,466. You think there is something to be made out of farming at the present time?—Yes, and I do not hesitate to say that there is plenty of common land in Gower that would pay if cleared in three or four years. There is not a man who has cleared more waste land than I have during the last 20 years, in Gower.

24,467. If this common land were enclosed would not the commoners acquire it?—There would be a chance for everybody to have a farm.

24,468. It would be only a little bit to each?—No. I believe there is more common land in Gower than we have enclosed.

24,469. Then you wish to speak about the present law of quiet possession?—Yes. I have been squeezed in that direction, and I wish to speak before your Lordship about it. The little place where I live now, I bought, and to my surprise when I went into possession there was another man claiming possession of part of it. We litigated over the matter and had it tried in this court room before Judge Gwilym Williams, and, I am sorry to tell you, he believed the false evidence.

Lord *Kenyon*—continued.

24,470. He did not believe yours?—No, he did not listen to it, my Lord; I did not have a chance to call the evidence. He believed people swearing that they had 12 years' quiet possession, when they did not have one twelvemonth quiet possession, to part of it.

24,471. That case has been tried I am afraid?—Yes, and it has been finished in that respect, only it is a very bad law, one man claiming a property which another man has paid for.

Mr. *Brynmor Jones.*

24,472. You had your remedy against the vendor, had you not?—No, I have not tried a remedy.

24,473. You had a conveyance containing the usual covenants?—Yes.

24,474. Had you a lawyer?—Yes.

24,475. As I understand, after you had bought you found you could not get possession of the land you had bought?—Yes, I could not get possession of the whole, which I had bought.

24,476. Why have you not raised the question with the vendor, the man who sold the land to you?—I wrote to him. This man that was in quiet possession said he had the land with the landlord, and he had wood to build the sheds with. My lawyer had a letter from the vendor denying these facts. I wrote to him again after the trial and he denied it afterwards, in which I believe he was right—I had as much faith as that in him—that he did not know anything about it.

24,477. Do you mean to say he was not brought into that litigation? Did not your lawyer serve him with a third party notice?—No.

24,478. There may have been some reason for it?—I wanted my lawyer to call him as a witness, but my lawyer refused to do so.

24,479. Were you the plaintiff?—I was the plaintiff.

Lord *Kenyon.*

24,480. Then you think tenant farmers suffer when their improvements are sold with their farms; in fact, they do not get sufficient compensation?—Yes, and I have facts to prove that. I was a tenant farmer of the Rhycnfawr for 14 years. The estate was sold. The man that bought it, asked me if I was thinking of buying it myself. I told him I was, but I would sooner be a tenant than be a landlord, if I could have as good a landlord as I had before. He asked me the value of it. I told him what I thought the value of it. He told me he would give very nearly double what I said, before he would lose it, and he told me that I should live in it as long as I should live. In a short time I had a notice to leave. He bought it in 1883, and I had a notice in 1888 to leave in 1889. I made a claim according to the Agricultural Holdings Act. I gave them two months' notice of my claim, which was 409*l.*, and I did not have more than 310*l.*

24,481. It went to arbitration?—It did not go to arbitration. I did not receive anything for the improvements I had made on the farm, not a penny.

Lord *Kenyon*—continued.

24,482. How was that?—They told me they had bought the farm in the position it was then, and I could not claim, and instead of going to litigation, I thought it was best to take 310*l.* I have several items here, if you would like to see them.

24,483. You made your claim and they paid a certain proportion of it without going to arbitration. Is that so?—I claimed 409*l.* and they paid me 310*l.* They would not allow me for any improvements which I had done. I had drained a lot, and fenced waste pieces about the sides of the roads, and made walls and cattle mangers, and several things which they did not allow me.

24,484. What did they allow you?—They allowed me for 20 acres of swedes, 7*l.* 10*s.* the valuation was made for, that would be 150*l.*, and they allowed me 140*l.* For 25 acres of clover at 2*l.* 10*s.* per acre, 62*l.* 10*s.*, they allowed me 57*l.* For 20 acres of hay land at 3*l.* per acre—there was not a field to grow hay on the farm when I went there, and I made three hay fields there, for which I claimed 3*l.* an acre, 60*l.*, and 60*l.* was allowed for it. 273 yards of dung at 4*s.* which came to 55*l.* and they allowed me 50*l.* 20 loads of lime and earth at 10*s.*, they allowed me 3*l.*, and that makes up the 310*l.* out of a total claim of 409*l.* Then there are improvements which I gave a bill for; "Clean- "ing and uprooting furze on field of 4 "acres, which was never ploughed before" and I had the use of it, after clearing it, for 4 years, and I claimed 10*l.* for that, which they did not allow me. Draining and clearing part of 3 fields — 4*l.* 10 oak gates and 12 jumpers, 3*l.* 12*s.* Wall about garden and rick yard 7*l.* Extending and cleaning garden 1*l.* 10*s.* Cleaning piece by side of road on field No. 683, 1*l.* Cleaning piece of land by fields 731 and 732, and pulling old hedges down and making new ones, 14*l.* 17*s.* 9*d.* Again 6 apple trees 15*s.*, other trees planted 3*s.*; stairs for stable 1*l.*, and other claims, making a total of 56*l.* 14*s.* 9*d.*

24,485. I do not think we need go into that any further. Have you anything more to say in your general evidence?—Respecting these improvements, I consider it very unfair that a man's improvements are sold with the farm. I think there ought to be some law to compel landlords to pay tenants for the improvements before they dispose of the farm.

Mr. *Brynmor Jones.*

24,486. With regard to the large tracts of waste land which you have been referring to, do you think that giving the County Council or some other public authority, any power to acquire the land and to let it out, would meet the case?—Certainly, any authority that would have power to deal with it.

24,487. If these commons are enclosed under the usual Inclosure Acts, they will be divided amongst those legally interested, namely, the

Mr. *Brynmor Jones*—continued.

lords of the manor, the tenants of the manor, and certain parts of course allotted to the poor for recreation ground, and other purposes of that kind. But you do not wish that?—I should not like to put any machinery before you, but I should like to have power to get land for the purpose of farming in the district.

24,488. You say it would be a matter of pure utility for this land to be brought under cultivation?—Yes, it is only 5 or 6 miles away from Swansea, and it would be a great benefit to the district, and if there were 100 farms in Gower to be let next week, there is no doubt they would be all taken.

Mr. *Griffiths.*

24,489. I understand one of your chief complaints is, that much land is let undrained and uncultivated, which is quite capable of being cultivated?—Yes.

24,490. You have six or seven sons, ready to go into such land, at any moment?—Yes.

24,491. I think our Secretary endorses your opinion. I will just read what he says: "A few "notorious instances of good land being utterly "neglected were, however, observed by me, "such as that of a plot of land of about 40 acres "belonging to the Ecclesiastical Commissioners, "and lying on the left of the road from Cow-"bridge to Bonvilestone." Do you know that land?—No, I cannot say I do.

24,492. "Now it is covered with gorse, but is "undoubtedly capable of the same high cultiva-"tion as the adjoining land. The same may "be said, though perhaps in a less degree, of "Stalling Down and Ruthin Commons, both "large commons lying near Cowbridge"?—I do not know of that. What I speak of, is Gower land. There is no doubt there are thousands of acres now in Gower, that you could start ploughing to-morrow, you would only have to cut the furze off; there is not a stone in it.

24,493. What is the expense per acre of cleaning out the furze and stalking it up?—Well, 5*l.* 5*s.* would be ample.

24,494. 5*l.* 5*s.* an acre?—Yes.

24,495. How would you do it; burn it out?—It is not only cutting the furze——

24,496. You must dig them out?—I am a good authority on grubbing ground. I do not think there is a man in Gower to-day, that has cleaned as much ground as I have, during the last 20 years.

Lord *Kenyon.*

24,497. What do you reckon the cost of draining it per acre?—I have not drained as much. I happen to be middling fortunate in that, to get dry land. I have uprooted about 40 acres of trees this last 10 years. It was most all underwood when I bought it, but I am glad to say it is very fertile land now. I do not think you ever saw better wheat, than I have grown there.

Lord *Kenyon*—continued.

Mr. *Richard Jones.*

24,498. Have you reclaimed any land after the passing of the agricultural Holdings Act?—Yes.

24,499. You farm your own land?—At present. I did not then, I was a tenant farmer then.

24,500. The Act had not passed then?—Yes, that Act was passed then. I was in the farm in 1883, when the Act was passed.

24,501. Did you write to your landlord to obtain his consent?—I did not, because of this. We never thought that the estate would be sold. My two grandfathers were born on the estate, and my father and mother were born on the estate, and I was born on the estate. I thought it was safe for life. We did not ask the landlord anything. We wanted no law between us and the landlord. We lived happily there, and did the best with our farms.

24,502. You seem to be an intelligent man, Mr. James; do you not think as a matter of business that you should have acted in accordance with the provisions of the Act, and first of all obtained his consent?—I acknowledge it was my fault at the time. If I happen to be a tenant farmer again I should be more watchful, but as it was then, I thought I should live under my landlord as long as I lived, and as he told me personally "whatever improvements you do, they will be your own," I thought I was working for myself. He never advanced my rent, nor my father's, nor my grandfather's rent; it was the same rent, and all improvements we were doing for ourselves but as it happened it came to a sale at once.

24,503. Do you think there were many in the position you were, relying entirely on the honour of the landlord?—There were several of Mr. Berrington's tenants. No doubt they never thought the estate would be sold; they were bred and born on the estate, and they were like freeholders, we were all like freeholders you might say.

24,504. Do you think the tenant farmers have generally made themselves acquainted with the provisions of the Act?—Yes, several have been forced to, because they had notice from their landlords; most all of the Gower landlords have contracted themselves out of the Agricultural Holdings Act.

24,505. They cannot contract themselves out of this one of 1883?—They did; they received notice, every one, that they were not bound.

24,506. Only with respect to six months' notice?—Yes, certainly, that is it.

Lord *Kenyon.*

24,507. Not with regard to anything else; they could not do it; it is illegal?—Well, with respect to notice they did.

The witness withdrew.

Adjourned to to-morrow, at Bridgend, at 11 o'clock.

TWENTY-NINTH DAY.

The Town Hall, Bridgend, Glamorganshire, Wednesday, 1st November 1893.

PRESENT:

LORD KENYON (IN THE CHAIR).

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.
MR. CECIL E. OWEN, Assistant Secretary.

Mr. *McGaul.*

My Lord, as chairman of the Local Board, I beg to offer a cordial welcome to this Commission to the county town of Glamorgan, and we hope that the inquiry which has been instituted, may have the desired results.

Lord *Kenyon.*

I am sure on behalf of my brother Commissioners, I may thank you very sincerely for the welcome you have given us. I may say, wherever we have been in North or South Wales, we have been greeted with the utmost courtesy and civility, and I am sure the Commissioners would wish me to take this opportunity of thanking you and all the other people who have so kindly greeted us. I can only regret that Lord Carrington is detained in London at present, and cannot respond to you in person.

MR. THOMAS JOHN HUGHES, called and examined.

24,508. Are you a solicitor at Bridgend?—Yes. I am also a member of the Glamorgan County Council and clerk to the Bridgend Local Board.

24,509. You wish to give evidence generally, I believe?—Yes.

24,510. Will you please proceed with your evidence?—I should like first of all to deal with the prices which are paid for beef and mutton by the Asylums Farm Committee, of which I am a member. The Asylums Farm is managed by a sub-committee of the County Council, and so far as possible we make that farm self-supporting. We have a farm of 150 acres, of which 30 acres are arable and 120 acres pasture. I have had a return prepared, if you would care to hear it, of the prices which have been paid during each of the last twelve months in the district, for beef and mutton purchased for consumption by the inmates.

24,511. We shall be very glad to hear it?—The prices are as follows:—

	Beef.	Mutton.
1892.	*d.* *d.* *d.*	*d.* *d.*
October -	5⅜, 5⅝, 5¾	- 5½, 5¼
November -	4¼, 5¼, 5⅜	- 5¾
December -	5¼, 5⅜, 5¾	- 5
1893.		
January -	5½	- 5½, 5⅞
February -	5⅝	- 6
March - -	5½	- 6½
April - -	5⅜	- 5⅞
May - -	5½	- 6⅝
June - -	5¾	- 6
July - -	5¾	- 5¼
August - -	6	- 5¾
September -	5¾	- 5¼

The cost of beef and mutton to the asylum is arrived at, by deducting from the actual amount paid for live stock (including incidental expenses), the cost of keep, wages paid for slaughtering, the value of heads, liver, offal and fat, and also the sums received by sale of hides and skins. Heads, liver, offal and fat are valued at 5*d.* per lb. The cost of keep is, in summer; fat cattle, 7*d.* per head per day, and sheep 1*d.* per head per day; in winter fat cattle are 9*d.* per head per day, and sheep 2*d.* per head per day. My object in giving these figures is to remove a possible misapprehension which exists as to the prices obtained by farmers in this district for their stock. The whole of the stock bought for the Asylum's Farm and for consumption is obtained in this district. I believe that only on one occasion in the last 18 months has the bailiff gone into the county of Monmouth to purchase. I should say the Farm Committee paid 6*l.* a ton for hay during the last winter, and in April of this year the price was raised 6*l.* 10*s.* per ton, and we have been paying that price since. The figures do not show a corresponding increase in the price of stock or any increase. I should add

Lord *Kenyon*—continued.

with reference to the asylum that we have just recently accepted a tender for the supply during the next three months of flour at 1*l.* a sack of 280 lbs.

24,512. You say "the misconception which you fear exists." Do you mean as to the height of the prices or the lowness of the prices?—I think there is a general impression that the farmers can sell at better prices than those which we pay. I wish to say that my experience is that the financial position especially of the small farmers, and I call a small farmer a farmer farming 100 acres and below; that they are very badly off, and especially during the last two years or so. I base that statement upon the fact that applications are more and more frequently being made to me as a solicitor by small farmers in the district, for advances upon mortgage, and on going into particulars with them I find, with very, very few exceptions, they have no property upon which an advance can be made. I have had again and again, to explain to them that the only possible advance which they could obtain, would be upon the security of a bill of sale, which would have to be registered; and that I do not do that class of business; and they have gone away. During the last 12 or 18 months especially, small farmers have made a number of applications to me for advances. Only on two occasions have small farmers come to me to lend money, and they were small sums of 100*l.* I wish to say, in my opinion, the position of grown-up sons and grown-up daughters of small farmers in this district is very bad. I consider they are rather worse off than the ordinary farm labourer and domestic servant; they have to work very hard, and they do work very hard; and I know from facts which have come within my knowledge they receive a mere pittance of pocket money; grown-up men of 25 have merely a few shillings given them to go to market and spend. They are not at all independent. I know of one case where one of them became a policeman; there is nothing open to them as a rule except to stay on the farm and hang about, and the girls possibly get married, some to colliers and some to men in better positions, but there is no independency afforded to them, so far as I can see, in this district. I wish to say also that the young children of small farmers are not in a good position with reference to education. They attend the village schools, but very often the boys have to do farm work after returning home; in some cases at any rate; I do not say very often; and they do not have sufficient time, in my opinion, to prepare their home work, and I should say they would have very little opportunity of taking advantage of the continuation classes which have been established. I should like to say, and I give this evidence for what it is worth, that several small farmers in this district were entreated by me to give evidence before your Commission, but they have declined to do so. They have stated as their reason, that they are afraid of getting into hot water with their landlords. I have asked them to allow me to hand a list of their

Lord *Kenyon*—continued.

names in to the Commissioners, three of them at any rate, and they have begged of me not to do so. I have explained to them as fully as I can the repeated statements made by Lord Carrington, protecting witnesses at this inquiry; but they seem very much afraid. One in particular I can mention who was a tenant on the Margam estate. I begged him to give evidence and entreated him to do so, but he told me he was afraid, and in support of that he handed me a cutting which I have sent to the Commissioners which was from the "Central Glamorgan Gazette," a local weekly paper published at Bridgend, on the 3rd February last, which reads as follows: "Replying on Thursday "week last to the toast of his health as "chairman of the Margam Ploughing Match "dinner, Mr. E. Knox referred to the good "feeling existing between Miss Talbot and her "tenantry. He informed them of the appointment of a Royal Commission on Land, and "condemned strongly the action of the South "Wales Liberal Federation, which had met at "Swansea a few days previously, urging upon "the farmers the necessity of appointing committees to give evidence before the Commission. He hoped the farmers of Margam would "not appoint such a committee for a political "purpose." I had previously seen that paragraph in the paper, and in a speech I delivered at a place called Kenfig Hill, which is close to Margam, I referred to that speech, and the following is a correct report of my public reference to that speech. It is reported in the "Bridgend and Neath Chronicle," published at Bridgend on the 24th February 1893:—"The "speaker then strongly protested against the "remarks reported to have been made by Mr. "Knox, agent to the Margam estate, on a recent "occasion, in which that gentleman had (so he "understood it) advised the Margam tenantry "not to combine for the purpose of having their "case laid before the Land Commission that "was being appointed. The landlords were "already busy compiling statistics, and getting "up evidence as they had a perfect right to do, "and the tenant farmers had an equal right in "this respect. He trusted Mr. Knox had been "incorrectly reported, and that he would either "disclaim or withdraw the most unfortunate "and ill-advised utterances which had been "attributed to him." That speech was reported, but Mr. Knox, so far as I am aware, did not publicly withdraw or disclaim the sentiments which I had publicly attributed to him. There is a reference at the end of Mr. Knox's reported speech to the expression of Mr. Knox's hope that farmers would not combine to come and give evidence for a political purpose. If that stood alone it would not be invidious, but Mr. Knox had previously on the 1st December last made the following remarks with reference to the Land Commission at the annual dinner of the Bridgend Fat Stock Show, and which was also reported in one of the local papers. The reference to the Labour Commission and the Land Commission are obvious:—"Mr. E. Knox proposed

See 24,74 24,871, 25,371, 26,170.

Lord *Kenyon*—continued.

"'Success to Agriculture and to the Bridgend "'Market Society.' The absence of representa- "tives of the landed interest, he remarked, "which had been commented on at their last "gathering, was not at any rate to be noticed "on the present occasion. Referring to a sub- "ject which was being ventilated in the Press, "he strongly deprecated the attempt which was "being made to stir up class against class. "Some few years ago an attempt was made to "stir up the labourers against the farmers. "That agitation had been followed by evil "results, and its mischievous tendency would "be felt for some years to come. He did not "believe there were better class of landlords "anywhere than in Glamorganshire, and if they "were only left alone, they would continue to "work harmoniously together as in the past." In view of that reference in December followed by the reference in February, I clearly, reading between the lines, came to the conclusion, that Mr. Knox was advising the tenantry, not to combine for the purpose of laying their case before the Commission. In view of that generally, I quite understand the great hesitancy on the part of the Margam tenants, to accede to my request to give evidence. I refer especially to small farmers. I venture to say in view of what is undoubtedly a widespread fear in this county in this direction, that the large estate owners would have been well advised, if they had circularised their tenants to the effect that they were not to be afraid to come forward and give evidence. I think that if they had done so it would have been a very good thing, but as far as I am aware no such communication has been made, at any rate in this district. I wish to give evidence also with reference to the present mode of valuing as between tenant and tenant. I venture to think that some cheaper and more expeditious mode could be established than at present exists, and I propose to give a case which came under my notice only last year.

24,513. You refer to the Agricultural Holdings Act?—Yes, under the custom of the country, because the Act is practically a dead letter in Glamorgan.

Professor *Rhŷs*.

24,514. It would be chiefly between the outgoing and incoming tenant?—Yes, that is what it is practically, of course strictly speaking it is between the outgoing tenant and the landlord, but practically it is the other. This case came under my notice last year. A client of mine gave up a small farm in this district last year. He made every effort to induce his landlord and the new tenant to agree upon a valuer, but could not get them to do so, although he submitted the names of several of the best known valuers of the county. He therefore employed a valuer himself who valued his claim for unexhausted improvements, &c. at 77*l.* 7*s.* 6*d.*, and the landlord was notified of the claim. Some while afterwards the landlord sent him a counter-claim for 88*l.* 16*s.* 6*d.* for dilapidations, although the tenancy was a yearly one only, and there was no special written agreement. After a delay of many months from the determination of the tenancy the parties and their valuers agreed upon an umpire, and a formal agreement of reference was drawn up and signed. The umpire awarded the tenant 55*l.* 2*s.* on his claim of 77*l.* 7*s.* 6*d.*, and awarded the landlord 24*l.* 4*s.* on his counter-claim of 58*l.* 16*s.* 6*d.*

Professor *Rhŷs*—continued.

24,515. Would that claim be according to the custom of Glamorgan?—I gathered so, although it did not appear from the award.

Mr. *Brynmor Jones*.

24,516. It must have been under the Act surely?—It did not appear from the claim whether it was under the Act or the custom. The umpire had a free hand, either to base his figures upon the Act or upon the custom. There was no restriction given him at all.

Lord *Kenyon*.

24,517. There is a counter-claim allowed, then, under the custom of the country?—I am not aware. I cannot speak as an expert upon that.

Mr. *Brynmor Jones*.

24,518. We have had no evidence so far that, according to the custom of Glamorgan, a landlord is entitled to claim. Under the Act of 1883 he is clearly?—Yes, under special circumstances. I am referring to the fees of the valuers and the solicitors on both sides, because solicitors were then appointed by the parties, and of the two valuers and the umpire, and the umpire's solicitor to whom he went to prepare the award for him, came altogether to 29*l.* 3*s.* The umpire awarded the payment of these costs equally between the tenant and the landlord. The result of that was that the tenant received a net sum of 16*l.* 6*s.* 6*d.* He first placed the matter in my hands, and there was an endeavour to get the matter amicably adjusted in April, but the award was not published until December.

Mr. *Seebohm*.

24,519. Would that be a fair specimen of the cost, or is that an extreme case?—That is no doubt an extreme case. No similar case has come under my notice.

Mr. *Brynmor Jones*.

24,520. One case came under my notice in the County Court in which the costs were over 200*l.* a side?—Yes, but I mean so small a case.

Professor *Rhŷs*.

24,521. This is a thing quite possible any day?—Yes, quite possible.

Mr. *Seebohm.*

24,522. What would be the smallest cost?—Assuming one valuer was appointed by arrangement between the parties, the costs would run to anything between 3 guineas and a 5*l.* note, but very often there is a valuer on each side, and an umpire. A small case came under my notice recently, in which the costs were 16*l.* 1*s.*, that is to say, three 5*l.* each and a guinea for the preparation of the award. That was small taking also.

Professor *Rhŷs.*

24,523. Even then the 15*l.* would bear a large proportion to the total?—Yes, a very appreciable proportion. In that case the total valuation was about 150*l.*

Mr. *Brynmor Jones.*

24,524. The figures that you have given, include the solicitors' fees for attending before the arbitrators?—No, the solicitors did not attend before the arbitrator, it was arranged he should take it himself. Then I find in the syllabus there is a desire to obtain the proportion of game cases at the Petty Sessional Court for the division. I have searched the register of cases by the courtesy of Mr. Stockwood, the magistrate's clerk, and this is the result. I have eliminated all cases, which did not really come before the court; all cases which were withdrawn or settled, or anything of that kind; but all cases which came before the court, whether dismissed or not, I have taken. I have taken them for the last 12 months, and for the last 52 Saturdays I find the total number of game cases has been 34. The total number of cases of offences against property, including larceny, wilful damage, cruelty to animals, and so forth, is 96. The total number of cases of offences against the person, assaults, peace sureties and indictable offences against the person is 111, so that the proportion would be something like 1 in 8 of game cases to the total.

Professor *Rhŷs.*

24,525. Did you make any reckoning of the others which were withdrawn?—No, I did not.

24,526. Would there be a large number?—A great number of assault cases would be withdrawn.

24,527. Assaults on keepers?—No.

24,528. That is what I want to know, with regard to the game?—There was, I think, only one game case withdrawn during the last 12 months.

Lord *Kenyon.*

24,529. Is that the total number of cases which came before the Court?—Yes.

24,530. Of all sorts?—Of the classes I have named. Of course there were a number of other cases, wages, and school board cases, and so on. Then with reference to the tenure of land. There are two manors in this district, the manor of Newcastle and Kevan-Cribbwr is one, and the other is the manor of Coity-Anglia, in both of which an alienation fine of 2½ per cent. upon the purchase money is payable to the lord of the manor.

Lord *Kenyon*—continued.

24,531. Are there courts held?—I cannot say. I mention that fact because I think Mr. Randall was reported to have said,—I have no doubt it was a misprint,—that the fee was 2*s.* 6*d.*, but it is really 2½ per cent. Mr. Randall made a statement that copyhold land fetched as good a price as freehold. I think that is true, but it must be taken with this reservation, that as a rule copyhold land is sold by auction, and the auctioneer (that is my experience) usually says: "Gentlemen, this is copyhold land, there is no annual rent, nor ground rent, and the land is as good as freehold any day." It is only afterwards that the purchaser ascertains that in addition to the purchase money and the costs, he has to pay 2½ per cent. to the lord of the manor. I find that this alienation fine, works very hardly in the case of small purchasers. In the manor of Newcastle and Kevan-Cribbwr that extends to a portion of the colliery district at Tondû and Aberkenfig above this town, there are some small ownerships of land where the purchase money is 25*l.* to 50*l.* It is often a great hardship to find the steward's fees amounting to 2*l.* or 3*l.* or 4*l.* in addition to the solicitor's costs and alienation fine. One curious fact in connection with Newcastle and Kevan-Cribbwr is, that there is a special custom admitting of an estate tail in copyhold, which shows that a manor must have existed ever since the Statute of Uses.

See 54

24,532. With regard to your view that there should be a cheaper and more expeditious mode of valuing, and with regard to the custom of the country, is it usual under the custom of the country to have two valuers and an arbitrator?—No, that is an exception, I think, but I do not profess to have any special knowledge.

24,533. I want to know the usual way of valuing under the custom?—The usual way is to employ two valuers; so far as my experience has gone, it is only when they disagree that an umpire has to be appointed.

24,534. And pay the expenses of the valuers?—Yes.

24,535. How would you propose that there should be a cheaper mode?—My proposition is perhaps rather a startling one, but I always consider it is the duty of the State, so far as possible, to assist both in the case of arbitrations and in the case of litigations. I consider there should be a highly-paid State official in each county, or each arbitrary division, if you please, whose duty it should be to undertake these valuations.

24,536. And be paid out of the public funds?—Yes.

24,537. How would his salary be paid? Would it come out of the Imperial funds, or out of the local funds?—Out of the Imperial funds. With a graduated scale of income tax, and taxation of ground rents and royalties, such a fund would be available as would make the matter a very easy one.

Professor *Rhŷs.*

24,538. According to the income of the county?—No, I mean the personal income tax payable. If a graduated scale could be established, that incomes of 1,000*l.* and under should pay so much in the 1*l.* Incomes of above 1,000*l.* and under 10,000*l.* so much more, and so on.

Lord *Kenyon.*

24,539. That refers to the income tax?—Yes, that is a way in which the money could be found without seriously hurting the farmer's pocket.

Professor *Rhŷs.*

24,540. You say that the tenants on the Margam estate have not come forward. Is there much to complain of, do you think, on that estate?—Well, so far as I have able to ascertain, the great complaint is the amount of game upon the estate.

24,541. And these men would not come forward?—That was the chief complaint. One man said his place was swarming with game, and he dare not kill a rabbit, although he knew very well be had a right to do so by law.

24,542. You say the condition of the sons of the farmers is worse than the labourers. Do you know instances of farm labourers taking small farms, and becoming small farmers themselves?—I know of no such instances.

24,543. The labourers remain labourers?—They become colliers wherever they can, and especially at this season, because from now on, except those who are farm servants as distinguished from farm labourers, there is very little for them to do in the winter months, and they gravitate towards the mining districts.

24,544. Then, practically, the farmers' sons do most of the work?—Yes, the farmers' sons do most of the work, and I think if they had no sons many farmers in this district could never keep on at all.

24,545. We have heard that farmers without sons manage to get on and pay their way?—Well, I can only give you my opinion.

24,546. These prices which you have given, show that there has been very little change within the last few months?—No appreciable change.

24,547. In fact they have not gone down so much in the last few months as one would expect?—I think not.

24,548. Beef was higher in August, than it was at any time during the last 12 months?—Yes.

24,549. You have not given any figures for further years?—I could obtain them with pleasure.

24,550. I think it would be more interesting for comparison?—Why I have specially done this is for this reason. It is only rather more than a year, ago that the farm committee appointed a farm bailiff and did their own purchases; before then an agent purchased for them on commission, and often bought in England. I thought the figures would be valuable from the time when we bought for ourselves in the immediate district; because I believe, under the former circumstances, our agent purchased in other counties and in England.

24,551. And possibly there are fewer profits to be made out of it, now you get it more direct?—Yes, perhaps so. We thought so.

Mr. *Brynmor Jones.*

24,552. To what cause do you attribute the depression among farmers?—Do you mean the difficulty of the farmer to pay his rent?

24,553. I am adopting simply, what I thought would be a convenient term, to sum up the evidence you have given upon that head. As I understand you say the small farmers in the Vale of Glamorgan are in rather a bad way?—And in the hill districts also.

24,554. And that is very much what Mr. Herbert Lloyd said yesterday?—I would draw a line of demarcation between the farmer who farms more than 300 acres and the farmer who farms less than 300 acres, and another line of demarcation for 100 acres and under.

24,555. Taking the small farmers, have they been doing pretty well until recently, from your experience as a solicitor?—I think the last 12 years have not been prosperous. My experience extends to that period back.

24,556. Do you think the taking a farm on a small scale, pays?—No, I do not think it does. I think farmers remain farmers mainly because of—what shall I say?—their weakness to allow matters to slide. I think their environments prevent an effort being made to get into anything else.

24,557. Supposing an economist were to draw up a profit and loss account, and a proper balance sheet, in reference to the business of a small farmer, it would be all against him?—I believe so, especially if allowance were made for the labour of his sons and daughters.

24,558. Of course in a proper balance sheet that would be done?—I think there would be no doubt about it showing on the wrong side.

24,559. Is that because the rent is too high, or because the rates are too high, or is it due to any temporary cause, such as the fall in the value of stock?—I am not prepared to answer that question.

24,560. Mr. Lloyd said, so far as he knew, in the western part of the county up to 1890, the small farmers had not been doing badly on the hill. He said they worked hard, and for about two years from 1890 onwards their business had been in a very bad way. I said, "What is the cause?" And he said, "Well, I believe it is simply the fall in the price of stock"?—My evidence refers especially to the last five or six years. I am not capable of speaking with complete accuracy before, but I can only give my general opinion. During the last two or three years especially, applications to me for loans have been very numerous.

24,561. That exactly tallies with what Mr. Lloyd said. Referring to your point about a State arbitrator, you have not been making any point about the mere name; whether a man is called an arbitrator or a county court judge, or a judge of the High Court?—Not the slightest.

24,562. You say a man particularly versed in agricultural valuations should be appointed?—Yes. My opinion is that, not only in this matter, but in other matters that should be. I would go a step further, and emphasize what has been already enunciated, that highly-paid

Mr. *Brynmor Jones*—continued.

State officials should be at our county courts, to assist the poor litigant in presenting his case.

24,563. To advise?—Yes, to advise.

24,564. What you are really demanding, if you analyse it to first principles, is just what the merchants are demanding when they demand a chamber of commerce?—It comes to that.

24,565. You, on behalf of the agricultural interests, say you ought to have your agricultural judge provided by the State?—Yes.

24,566. Would you say that he was to act without fee or reward from the particular litigant?—That is my proposition, but I do not think there would be any hardship felt, if there was a small fee payable, based upon the acreage of the farm which was under consideration.

24,567. It would be a loss to the State on your hypothesis; it would not be what the county court is at the present time, a self-supporting institution, but the State would have to pay?—Quite so. The county court is self-supporting, but as a system, so far as the collection of debts is concerned, in this county, it is a most absolute failure.

24,568. Are the fees high?—The fees are too high, and the machinery for enforcing the judgments is cumbersome and expensive. For instance; if a man owes me 25*l.* and I issue a writ, I pay 10*s.* for my writ and 10*s.* for my judgment, and that is all; but if I put them in the county court I pay one guinea to enter the case and 2*l.* for the hearing fee.

24,569. If the case is over 20*l.*?—Yes, I assume a 25*l.* case.

24,570. In regard to the existing custom which you referred to, on the manor of Newcastle and Kevan-Cribbwr, do you remember the words that appear in the document?—You mean the document creating the estate tail?

24,571. When one tenant dies and the successor comes on?—No, the matter came under my notice in the office in which I was articled; but the gentleman interested in that matter will let you have the extracts showing the creation of that entail. He is a personal friend of mine.

24,572. I suppose in the documents of title, the estate is expressed to be held at the will of the lord?—That I cannot answer. The matter did not come into my own office but into the office of my principal, soon after I was articled to him; and I just noticed it at the time because I was then reading that portion of the law.

Mr. *Griffiths.*

24,573. Will you kindly tell us how long this asylum's farm has been held?—The farm has been increased. There was a holding of land as a farm from the establishment of the institution—a generation ago—but about five years ago, new and additional asylum buildings were erected and new land acquired, and we are farming the new land as well as the old land. The new land is principally poor land. We have a herd of 36 milking cows on the farm.

Mr. *Griffiths*—continued.

24,574. I suppose they are not all giving milk at the same time?—No: we occasionally fatten one for slaughter from the herd of milking cows.

24,575. You cannot tell us what is made from each of the cows?—I could give you the exact yield; I could obtain it quite easily; but it averages 500 gallons per week. I have the figures, which I could let you have with pleasure, showing the average yield per cow per week. The average consumption of stock by the inmates of the asylums is, about five beasts a fortnight, and about 20 sheep.

24,576. You say the farmers borrow money to a large extent?—No, they do not. They have not got anything they can borrow it on. They come and try to borrow money, but they have no property on which it could be raised.

24,577. Are there many of them who have purchased land?—Occasionally purchases have been made by clients of mine, farmers, but mortgages have been raised for the purchase money, as a rule, to a large proportion of the purchase money. Land has not been purchased, so far as I am aware, by farmers. They generally purchase a house in the mineral district for 130*l.* or 140*l.* and borrow 100*l.* upon it.

24,578. You consider that farmers' sons are equally as bad off as any labourer?—I consider them to be worse off, because the labourer has his weekly wage and is certain of it. I am now referring to small farmers' sons particularly.

24,579. You are not allowed to give us any of the names of these farmers on the Margam estate?—No.

24,580. I see Mr. Knox has been rather bolder than some of the agents. Do you think that the same thing prevails among other agents as well, although they have not been so bold to speak out? I mean might it prevent farmers attending this Commission?—In fairness to the other estates in the district, I am bound to say I think not. Agents do not view the Commission with favour at all; far from it, but I do not consider that they have taken so strong a view as Mr. Knox has.

24,581. Do you think the highly-paid official could value land in all parts of the country?—I do not see why not. Either appoint him for a county or make an arbitrarily defined district; but I think there would be no difficulty if the right man were obtained, in his being able to tackle any valuation in Glamorganshire.

Mr. *Richard Jones.*

24,582. Which do you think is better off, the farmer of 100 acres, or the farmer of 30 acres?—The holder of 30 acres, I should venture to say, would scarcely be called a farmer.

24,583. Have you farms of 30 acres in your district, or I will say of 40 acres?—There are, I believe, takings as low as 40 acres in this district.

24,584. And farms of 100 acres?—Yes.

Mr. *Richard Jones*—continued.

24,585. Which do you consider the best off?—I consider that the man is better off who has 100 acres; he is better off than the man who has 40.

24,586. I daresay a farm of 30 or 40 acres perhaps is not sufficiently large to give employment and support to his family, but then he has time and leisure on his hands to go and work at something else; he gets auxiliary aid in some shape or other, to assist him to pay for the farm, which may be more profitable than farming itself?—It was for that reason that I hesitated when you asked me if I considered a 30-acre farm or a 100-acre farm the better, because it now appears clearly from your own definition that the 30-acre farmer is not a farmer, but he is a farmer and something else.

24,587. Do you think that the farmer and something else is better off?—I am dealing with him as a farmer; I am not prepared to say what he can do besides; but as a farmer I say that the 30-acre man cannot do any good, unless he is a farmer and something else.

Lord *Kenyon.*

24,588. It is not sufficient?—It is not sufficient. I know a farmer in Glamorganshire, on the borders of Breconshire, who walks over to the Rhondda Valley at the close of his harvest and works underground in the winter. He is a farmer in Mr. Jones' definition, but he is not a farmer in my opinion.

24,589. What do you put the limit at?—I do not put the limit at all, the limit is put to me.

Mr. *Richard Jones.*

24,590. The limit that would support a man on a farm?—I am not prepared to offer an opinion upon that, so much depends upon the nature and position of the land, and whether or no the man has a family.

Professor *Rhŷs.*

A farm that occupies all his time: that is the question, whether he is a farmer; but what the limit is I am not prepared to say.

Lord *Kenyon.*

I think the French definition is about 7 acres in a certain canton.

Mr. *Richard Jones.*

24,591. Generally speaking, would you consider that a man who went to work at something else, in order to assist to keep up the farm, would be better off, than a man who lived on a farm, which occupied his whole time and attention?—Well, it is impossible to answer that question directly, because so much depends upon considerations. I understand your point is this, is a man better off by devoting the whole of his time and attention to farming, or is a man who devotes part of his attention to a farm and part to something else in a better position. Is that your point, because, if so, it depends upon what the something else is? I might farm 30 acres and continue my practice as a solicitor, and I should do rather better at that, than I should as a farmer solely.

Mr. *Richard Jones*—continued.

24,592. But is there any auxiliary aid which a farmer could have in order to pay for his farm, such as haulage in a working district like this?—I know of nothing to an appreciable extent, except coal mining or artisan work.

Lord *Kenyon.*

24,593. A butcher?—There are farmers and butchers in this district, but, as a rule, the farmer who is also a butcher is, I think, a butcher first and a farmer afterwards, so that the farming is the auxiliary and not the butchering business.

Mr. *Richard Jones.*

24,594. You said in your evidence that you did not know of any sons of small farmers who were started upon farms, but that they generally went as colliers?—I did not quite catch that.

24,595. I think you said in one of your statements that the sons of small farmers generally went into the coal mines, but you did not give us any instances?—I do not think so. I do not think I said that, if I did, I did not mean to say it. I gave one instance, in which I said, that the son of a small farmer had become a policeman. I do not consider that is any degradation, but I stated the fact.

24,596. You said they went towards the coal mines?—No, I referred particularly to the fact, that the farm labourers gravitated towards the coal mines; I did not mean the farmers' sons, although this is a significant fact that when we advertised for a farm bailiff for the Glamorgan County Asylum a few months ago at a salary of 3*l.* a week, I being one of the sub-committee of three who went through the applications, more than a score of applications for the post were from persons, who at that time, were working colliers.

Lord *Kenyon.*

24,597. Were any applications from farmers who had failed in their own business?—Yes.

24,598. A large proportion?—Well, a proportion; but we regarded the fact I have just named as very significant, at the time when we went through the applications.

24,599. The fact of the colliers applying?—The fact of so many working colliers applying for the position of farm bailiff.

Mr. *Richard Jones.*

24,600. Do you know whether many farms in the neighbourhood are advertised in the local papers to be let?—Not often. There is, I am bound to say, very little difficulty in obtaining

Mr. *Richard Jones*—continued.

fresh tenants for a farm when a farm becomes vacant.

24,601. The competition is keen?—Yes, in my opinion it is. There is no difficulty in this district in obtaining fresh tenants. I think that cuts both ways; it cuts in one way as showing that there is always a tenant to be had, but it is also open to this construction, as indicating a reason for the hesitancy of farmers in this district, at any rate some of them, in giving their evidence, because they feel that there would be no difficulty at all for the landlord to give them notice and replace them; the landlord has the whip hand, and can whip one tenant out and whip another tenant in.

24,602. What is the construction which you would put upon the fact that there is such a keen competition for the land; is it because the farmers are doing well, or is it because it is otherwise?—I think this has something to do with it: The farmer's son, as a rule, is nothing but a farmer, and the farm in which the father is, cannot produce above a certain point, and there is nothing open to the son except to try and get another farm, especially when he marries, and an attempt is made by the farmer and by his friends to find the money. I know of cases in which the ingoing money had been found by borrowing by a farmer the money necessary to put his son into a farm. I referred to that especially in what I said just now, as to the environment of the farmer making it difficult for him to branch into anything else.

Mr. *Seebohm*

24,603. You have spoken of there being copyholds in this neighbourhood. Is there any considerable portion of land held by copyhold?—Yes, a very considerable portion. There are a number of manors in the district. I referred just now to two manors of Newcastle and Kevan-Cribbwr and Coity Anglia. There is another manor, the manor of Ogmore, which is Crown land, and the Queen is the lady of the manor: it is Duchy of Lancaster land; and there is the manor of Coity Wallia and the manor of Penlline, and the Herbert manor of Newton Nottage.

24,604. Have there been many enfranchisements?—No, very few.

24,605. So that there have been a good many copyhold tenants?—Yes. It is quite usual in my office to have copy of court roll surrenders and admissions, as well as assignments and conveyances. It is nothing unusual for a copy of court roll to come into my office.

24,606. Is it that one copyholder is the tenant and that he sublets to other tenants in the ordinary way, or is it that the occupying tenant is a copyholder holding under the manor?—The "tenant" in a technical sense is the owner in a colloquial sense. Instead of owning the freehold he owns land which is subject to a heriot and a chief rent and an alienation fine.

24,607. Is he occupying it himself?—In some cases, but not as a rule. Sometimes a man buys

Mr. *Seebohm*—continued.

a quantity of copyhold land with a house on the land when it is put up for auction, and goes to live there himself—a retired tradesman, for instance. I sold some copyholds in this district three or four years ago to a retired tradesman. There was land and a house, and he lives there now.

24,608. It is a form of ownership rather than a form of occupation?—Yes, clearly so.

24,609. Then would there be any great disadvantage in pressing enfranchisement?—No, I think not.

24,610. Would it be any good for the neighbourhood to make it all freehold ownership?—I consider it would, because the present incidence of tenure presses so hardly upon the small owners—the copyhold system—the steward's fines and the alienation fines.

24,611. I suppose a great many of the copyhold occupiers and owners would be quite little people—cottagers and that kind of thing?—Some of them would, but I think not as a general rule.

24,612. There is no advantage in their being copyholders, is there? They would be just as well off if they had freehold tenure?—They would be better off in my opinion, because when one dies they have to pay fines. I had to pay a heriot the other day of 6*l.* odd, upon the death of a tenant of a small copyhold property.

24,613. It is a mere survival of an old tenure, which is practically worn out and quite unsuited to the times?—Quite so, and the only differences between it and freehold are that there is the heriot, the chief rent, the alienation and the steward's fees. In other respects it is freehold.

24,614. Have you the custom of East Glamorganshire here? Does that cover most of this district?—I am not aware of any special custom in East Glamorganshire. I do not speak as an expert at all, but I am aware only of the custom of Glamorganshire.

Mr. *Brynmor Jones.*

This is the custom of Glamorganshire that applies here.

Mr. *Seebohm.*

24,615. That is what I want. What you call the Glamorganshire custom, so far as the rights between the landlord and the outgoing and incoming tenant, and so on, is pretty satisfactory?—In my opinion it is. The tenant farmer is absolutely ignorant of the provisions of the Agricultural Holdings Act in my opinion.

24,616. If you had to make an Agricultural Holdings Act for this special district you could not much improve upon the custom?—I should build it up upon the custom. May I point out two cases recently; two tenant farmers of mine were totally unaware of any necessity to give notice before determination of their tenancy in order to claim for unexhausted improvements.

24,617. Then the real difficulty you have with this excellent custom is in the procedure?—The procedure of arriving at the amount.

Mr. *Seebohm*—continued.

24,618. You want to cheapen that?—I should like to see it done.

24,619. You would hold, I think, that the laws of England having been framed for larger estates than are prevalent here—larger holdings than are prevalent here—require alterations so as to bring the advantage of the law home to the little people as well as to the large?—Yes. In my opinion the machinery provided by the Act, is absolutely hopeless on a farm of 70 or 100 acres.

24,620. Yes; so that they do not get the protection that the law intends they should get?—In my opinion they do not.

24,621. With regard to your suggestion about a skilled person in agriculture (I do not know what you call him), who should probably have his district and be present at the county courts, and be subject to be called in by the tenants at very small cost—was that your idea?—That is my idea. I do not say that he should be attached to the county court or that he should not; I do not make that a condition.

24,622. He might have even a wider district than the county court district?—Yes, by far; because county court districts are arbitrary districts. For instance, we have three county court judges in Glamorganshire at the present time.

24,623. Would you suggest that he should actually settle a thing or that he should advise?—That he should settle.

24,624. That he should have judicial power to settle?—Yes.

24,625. Subject to an appeal?—No, I would not give any appeal.

24,626. You think with regard to a single person coming in, in that way—an expert—who has the position of covering a large area, and therefore would not be expected to be partial to any particular district, that his single decision would practically settle the question?—Yes, I do. I should give either party the option to procure his services. Of course, if they can agree without going to him all the better; but if either party so desire it, the matter shall be brought before him.

24,627. So that he, in point of fact, will be an umpire on all agricultural questions in the district?—Yes.

Mr. *Seebohm.*

Thank you. I think that is a very valuable suggestion.

Professor *Rhŷs.*

24,628. He would, in fact, be more than an umpire; he would be judge?—Well, he would be umpire in its technical sense. The umpire's award in an arbitration case is absolutely final.

Mr. *Seebohm.*

24,629. I think Mr. Brynmor Jones mentioned the question of stamps. Is it not a fact that our stamp system is heavy upon small transactions?—I do not think it is a serious matter, 5*s.* is the stamp duty on an award.

Mr. *Seebohm*—continued.

24,630. In the case that you gave, for instance—in all those various litigations, whatever they were, which cost so much, and in the case where a man had only 29*l.* out of 77*l.* that he expected, or whatever the figures were—we will not say anything about the figures?—Yes.

24,631. Was any large portion of that stamp duty?—Not more than 10*s.*

24,632. Not more than 10*s.* on the whole lot?—Yes, there was an agreement of reference and the award.

Professor *Rhŷs.*

24,633. With regard to the umpire, would you give him anything else to do. Supposing, for instance, the Agricultural Holdings Act were imposed on the basis of the custom of Glamorgan, or any other, and that you required the tenant to give notice of the improvements to the landlord in order to get the landlord's consent, you would consider that a reasonable thing, would you not, that, if the landlord was to pay compensation when the tenant left, he ought to be asked to consent before the improvement is made?—It depends upon what the improvement is.

24,634. But there are some improvements that would be such improvements that ——?—Yes, permanent buildings and so forth.

24,635. You would require the landlord's consent?—Yes; but there are many things to be considered. I mean, I should like to see the farmer dealt with, more as if he were a rational being than as if he were a mere bailiff. I should like the landlord to recognise, that the farmer knows his business and uses his money to the best advantage on the farm.

24,636. Then that would become part of the duty of the arbitrator in the end, to consider as to whether he had wisely improved or not?—I will not go as far as that. I am not prepared now to set down limitations to the functions of this suggested umpire. I am only making the broad suggestion.

24,637. That was not what I was driving at either, but you would say there were certain permanent improvements which would be necessary to get the landlord's permission for, before he had done them?—Yes.

24,638. Suppose the landlord were to say, "I "do not admit it is necessary," and the tenant said, "Yes, it is," would you bring that before the arbitrator?—Yes, certainly, I should consider that to be one of his functions without appeal. I was referring to an umpire in the technical sense.

Mr. *Seebohm.*

24,639. Would he have anything to do with the question of too high a rent?—No. I should like to see a Land Court established for that purpose.

Mr. *Seebohm*—continued.

24,640. Could you have a Land Court and litigation as between the landlord and tenant without incurring solicitors' expenses, and all that kind of thing?—I am sure I do not quite follow you.

24,641. You say that you would not give the adjudication of any rent or as regards any excessive rent to the umpire?—But you would have a Land Court for that purpose, and I would suggest, that the umpire be a sort of assessor to that Land Court, in the same way that assessors are at present appointed in the Admiralty Division; that he would have his own special functions independently of the Land Court, and that he would also have a position as an assessor to the Land Court so that the same point may come before him later on, in the capacity of assessor, with which he had dealt previously in his capacity of umpire.

24,642. Do you think you could devise a system of procedure in a Land Court which would not be expensive, which would not employ solicitors, for instance?—I do not admit that to employ solicitors is expensive.

Professor *Rhŷs*.

24,643. Reverting to what you said just now, I think you suggested, that the tenant should be allowed to make a certain class of improvements, without consulting or having the consent of the landlord?—Yes.

24,644. When he leaves, or supposing the land is sold, how about assessing those improvements. Suppose the Land Court insists that they were unnecessary or unwise?—I would suggest that certain limitations be drawn up with classes of different kinds of improvements, for instance, one class of absolutely permanent buildings, in which the consent would have to be obtained; the second class to be one in which notice would have to be given, with a right to the landlord to bring the matter before the umpire.

24,645. Therefore, the second class would be subject to the umpire or arbitrator for his opinion?—Yes, in case of disputes.

24,646. You do not in any case, I suppose, think that the farmer and the landlord would always go into court?—No, I do not by any means.

24,647. They would be the exceptional cases?—Yes, I believe they would. At the present time under the Act there is a similar limitation, and notice has to be given before certain improvements can be allowed for afterwards. All I suggest is that in such cases either party should give a right to bring the matter before the assessor, and that there should be no question at the determination of the tenancy as to whether or not any single matter was necessary at the time; the assessor will have decided it.

24,648. I do not know whether you have been living in the country all your life or in a town. Do you know how the small farmers live in the Vale of Glamorgan, what food they have, and so on?—I have lived at Bridgend all my life, but my ancestors and relatives were all tenant farmers, and I have stayed with them a good deal when young. I have also often been in other farmhouses in the district. In my opinion they get fresh meat on Sundays, and they get bacon, as a rule, in the week, and they have potatoes and plain food.

Professor *Rhŷs*—continued.

24,649. What class of farmers are you referring to?—Small farmers.

24,650. You are speaking of the present day?—I am speaking of 10 years ago.

24,651. That will do; I suppose there is not much change since?—The small farmers as a rule have not meat on a week day; fresh meat I mean is an exception; they usually have bacon and broth.

24,652. And on Sunday or once a week or so they have what?—They have a joint or poultry.

24,653. Fresh meat or poultry?—Yes.

24,654. Is there much difference in the food of the labourers or servants?—I do not think there is. The indoor servants, do you mean?

24,655. Yes?—I do not think there is. There is very little distinction between what the small farmer gets and what his servant man gets.

24,656. Could you say how the labourers live?—I am not prepared to give a good opinion upon that. I have my opinion, but it is not founded upon sufficient information.

24,657. You would rather not give it?—I would rather not give it, but I should like to say that the accommodation for farm labourers so far as houses are concerned is very bad.

24,658. Is that for farm labourers or for farm servants?—Farm labourers.

24,659. In their own cottages, you mean?—In their own cottages.

24,660. What have you to say about that?—I consider that the accommodation is in many cases insufficient especially for men who have large families; there are often only one or two bedrooms.

24,661. What do they pay for those cottages, do you think, on an average?—I do not know. In some cases the cottages are upon the farm, but not many. If a man has a grown-up family of sons and daughters and himself and wife, two bedrooms are utterly insufficient—small rooms too.

24,662. How about the sanitary arrangements?—I would rather leave that to Dr. Randall, the medical officer of the rural authority, who I think will be giving evidence before you to-day or during your sittings.

24,663. What about the sleeping accommodation for farm servant men who are hired from year to year or by the half year?—The only personal experience I have of that is at a farm called Boverton, which is one of the largest farms in Glamorganshire, and which my late uncles farmed for many years. I often stayed with them when I was a lad, and the farm servants then slept three or four in a small bedroom.

Professor *Rhŷs*—continued.

24,664. In the house itself?—In the house itself. I do not know what the custom is now in that respect.

24,665. That was a large farm?—That was a large farm of 800 acres or thereabouts.

24,666. We have heard a good deal about the sleeping accommodation in North Wales; generally the farm servant men sleep out in hay lofts, or lofts over stables?—I do not think that obtains in this district.

24,667. You are not very familiar with this subject?—No. There is another uncle of mine who is a tenant farmer in this immediate neighbourhood, and I know his custom. They all live under the same roof there. That is a smaller farm, under 200 acres.

24,668. They do not find that objectionable?—Not that I am aware of.

24,669. So far as you know?—So far as I know there is no complaint.

Mr. *Seebohm.*

24,670. I think from what you have said, the farms in the Vale of Glamorgan are rather larger than those in the country districts round about?—Yes, I think they are, except, of course, there are large tracts of sheep farms, which are practically not farms, they are mere pasturage.

24,671. Are there very many farms under 50 acres?—There are some, I would undertake to say, but I cannot say whether there are many.

24,672. Would the majority be under 100 acres?—I should not like to say one way or the other, but I will take the broad issue, that hill farms are as a rule smaller than vale farms.

Sir *John Llewelyn.*

24,673. Are there many changes of tenancy in the farms in this district?—There are not many.

24,674. Is it usual for a relative to continue the tenancy of the farm?—That is usual.

24,675. Are you aware of any capricious evictions?—I am not aware of any capricious evictions.

24,676. Because I think you said just now that a landlord had the power to whip a tenant out and another in?—Yes.

24,677. That is not done as a matter of fact, I hope?—I did not say that that power was exercised, but I was referring to that more as a power, and as to that being in the minds of the tenants in view of their relating their grievances at this Court.

24,678. Does much land come into the market? Is there much sold?—No, not much land as farming land.

24,679. Arising out of what you said just now, I think you have had instances of tenant farmers purchasing holdings?—Very few. I was referring more particularly to the instance I gave, of a retired tradesman who had purchased his little estate.

24,680. You said that purchases were made partly with money which was borrowed for the purpose?—Yes, but as a rule the purchases made by farmers are of house property, almost invariably in my experience.

Sir *John Llewelyn*—continued.

24,681. Do you think, as a broad question, that it would be an advantage to the community if there was an increase in the number of freeholders?—I consider that it would, provided they were also occupiers.

24,682. If the advantages of the Irish Act, which advances money to the sitting tenant to purchase, were extended to Wales, do you think it would be generally taken advantage of?—I cannot say whether it would or would not be largely taken advantage of throughout Wales; it would certainly be taken advantage of in this district, in many cases to my knowledge, although the Small Holdings Act has not been of the slightest use in Glamorganshire.

24,683. No, I am putting it in the case of land coming into the market; if there was an opportunity for the sitting tenant to purchase at a low rate of interest, he would take advantage of that opportunity?—I believe he would.

Mr. *Brynmor Jones.*

24,684. Arising out of your answers to Mr. Seebohm, I just want to ask you one or two more questions with regard to the State arbitrator, or umpire, that you are suggesting. I want to follow out the suggestion really more than has been done. Supposing a tenant is going out, and he and his landlord, say, he and the incoming tenant cannot agree on the amount of compensation, your suggestion is that there should be available this State arbitrator for the purpose of adjudicating upon them?—Yes.

24,685. But supposing that when he has made his award, it is not complied with, what happens then?—His award should have exactly the same effect as the award of an arbitrator under the Act, it should be capable of being made a rule of court.

24,686. Under the Act of 1883 you see, if the award is not carried out, you have to go to the county court to get enforcement, because that court can issue a writ of *fi. fa.*, for instance?—Yes, and there is no doubt that the award of the State arbitrator would be the same as the award of an ordinary arbitrator. That is my view, and I think there would be no difficulty in obtaining payment of the amount without the necessity of further process of law. The difficulty is in settling the amount payable. I know in many cases the present system has caused a great deal of bad blood and bad feeling amongst farmers.

24,687. No doubt in nine cases out of ten there would be no resort to any process of court?—I think there would be none in 99 cases out of 100.

24,688. But still you must provide for the case of a person who, when he finds the award is rather higher than he expected, refuses to pay?—Yes.

24,689. Then I understand you suggested that the award of a State arbitrator is to have the effect of a judgment, as between the parties, to begin with?—Yes.

24,690. Then I suppose you would suggest that either party might enter up the award in the County Court?—That is my idea.

Mr. *Brynmor Jones*—continued.

24,691. And thereupon the County Court, or the High Court, for the matter of that, might issue execution?—I was going to suggest that it should not be made a rule of the High Court, but of the County Court, so that it could be taken into the registrar's office of the County Court, and that, say, seven days should be given for payment, and that, in the alternative, execution should issue.

24,692. Quite so. Then you not only suggest, as I understand it, this State arbitrator, whose jurisdiction or whose sphere of work is to be the settlement of compensations as between the outgoing tenant and the incoming tenant, and the landlord, and so forth, but you suggest a land court, for instance, for settling disputes with regard to rent and to give security of tenure?—Yes, I take the Land Court for granted.

24,693. You also suggested, as I understand, a State legal adviser, did you not?—That was not particularly with reference to land, but generally at the County Court. I suggested this, that the State umpire should be an assessor at the Land Court.

24,694. I quite follow that. Supposing it were determined to create such a Land Court as you are suggesting, would not the judge of the Land Court be able to discharge the functions of the State arbitrator as well?—I do not see at all why he should not do so. The only question is one of status.

24,695. It is all a question of expense, and of whether it is advisable to multiply offices?—Quite so, and there might be a question of status arising, which I need not particularise.

24,696. You suggest a highly-paid State arbitrator. Supposing you were to advise the Treasury in the matter, for instance, or to advise Parliament in the matter, what salary do you think you would get your perfectly irreproachable agricultural valuer for?—This is independently of any function at the Land Court?

24,697. Quite so?—I should give him 500*l.* a year.

24,698. If he is placed upon the basis of a civil servant, with a pension and so forth, you mean?—Yes.

24,699. Do I understand you to suggest that there is any advantage in the mere multiplication of these officials?—None whatever. I think it is a disadvantage.

24,700. Or in the multiplication of courts?—There is a disadvantage.

24,701. If for instance there were one court—one County Court for the whole of Glamorgan, or one Land Court for the matter of that—call it what you like—with these different offices, it would quite meet your views, as I understand?—I think so.

Lord *Kenyon.*

24,702. Would one court for the whole of Glamorgan fix rents for the whole of Glamorgan?—It depends upon the constitution of the court, in my opinion.

24,703. That is what I mean, would you want men of some local knowledge?—I think they should be representative of districts which have peculiar environments, but nothing more. I think local knowledge might be a drawback.

24,704. Local influence might come in?—Yes.

Professor *Rhŷs.*

24,705. With your official at 500*l.* a year, who would have to arbitrate on questions of value and so on, may I ask you what sort of men you would expect to apply. Would you get good candidates from amongst the best agents on the large estates to apply for such a position as that, do you think?—That requires consideration; I should not like to answer that at once.

24,706. Some of the agents on the very large estates have a great deal of experience as to the value of land?—I doubt that, in this district at any rate.

24,707. And some of them, or most of them have also a reputation for being just?—Yes.

24,708. Do you think this sort of office would attract any of them to apply?—My idea is that with the status first of all, allowing 500*l.* a year to the State arbitrator.

24,709. The status of civil servant?—Yes, and the status that would attach to the judge or assessor of the Land Court, with an additional salary in that capacity, would secure very good talent.

Mr. *Brynmor Jones.*

24,710. Of course the establishment of the office would create the men, that is to say, men who now go to the Cirencester Agricultural College?—Yes, that is so.

24,711. That class of man, instead of being an agent on a big estate, would look forward to getting one of these appointments?—Yes, because there would be the other status of being attached to the Land Court.

Professor *Rhŷs.*

24,712. You say there would be a good field for choice, if the suggestion were found to be practicable?—Yes, I believe so.

Sir *John Llewelyn.*

24,713. You know Mr. Ellis's Bill no doubt, which was introduced into Parliament last year?—Yes, I have a copy.

24,714. He proposed that three Commissioners should be appointed. Do you propose that that should be the salary of each of the three?—I am not prepared to answer that question. I was referring particularly to his duties as valuer and as arbitrator. The 500*l.* a year would be independent of anything he would get for acting officially in the Land Court.

Mr. *Seebohm.*

24,715. I believe that under the Crofters' Act, instead of a Land Court they have what they call a Commission, and now we will suppose that these umpires of particular districts are to have, as you suggest, the powers of the judge and

Mr. *Seebohm*—continued.

assessor of the Land Court as well. Do you think that we could get out of the difficulty of plurality of offices by making a combination, say of three of the umpires, which combination of three of the umpires should be a court?—No, I would not agree with that at all. My only object in getting the State valuer into the Land Court was in view of the fact that he would have come across each particular case in his capacity as arbitrator, and would therefore be able to advise the court as to what had really taken place, and as to the past history of the particular farm under dispute.

Mr. *Brynmor Jones.*

24,716. You make him like an assessor under the Admiralty Court?—That is just what I mean.

Mr. *Seebohm.*

24,717. I was suggesting, in order to get rid of the complication of offices, that the assessors, for the purpose of forming a court for higher purposes, should be perhaps clubbed together in threes. With all their local knowledge the combination would not answer, you think?—No, I do not think that would be of advantage.

Mr. *Griffiths.*

24,718. You have given us the prices of beef, mutton and flour at the Asylum for the last year?—No, not for the last year, the price of flour is for the contracts for the ensuing three months.

24,719. Yes, the flour, but with regard to the beef and the mutton?—They are during the last 12 months.

24,720. What I was going to ask you is, do you think you could furnish the Commission with a similar statement with regard to the prices within the last 40 years, say at different periods of seven years and so on?—I do not know.

24,721. It would be valuable if you would get it?—I will endeavour to obtain it, with pleasure, but I am not answerable for the management of the farm or of the asylum generally, before the advent of the County Council. I do not know what the *régimé* was.

24,722. Quite so, but if it is possible to get it, it would be interesting?—I will make every effort to obtain it and send it to the secretary.

Lord *Kenyon.*

24,723. I have some questions which are handed in by Mr. Vincent: "You have given us, I "understand, the very low prices of meat when "bought in large quantities on contract"?—No, not on contract at all. This has been bought in the open market at fairs in the district by our bailiff. He buys as a rule from 10 to 20 beasts at a time, and no more.

24,724. Then, as I understand, you have given us the prices of meat when bought in large quantities, but not on contract?—I cannot think it would be very large quantities, but 10 or 15 head of cattle.

Lord *Kenyon*—continued.

24,725. I mean it is more than you buy from the butcher?—Oh, yes.

24,726. This is Mr. Vincent's question: "Can "you tell us whether the prices of butchers "have come down in proportion"?—I do not say that the prices we have paid have come down. They are down already.

24,727. To put it in another way, are the prices of the butchers in proportion to those?—I am not prepared to say what the butchers' profit ought to be, and therefore I cannot say whether it is in proportion or not.

24,728. "Have you ever heard that what Mr. "Knox said was in effect 'Form yourselves into "'committees as much as you like, but avoid "'bringing politics into the question'"?—I have only taken Mr. Knox's public utterances, and I stand by them. I have not heard any private opinion he has expressed.

24,729. You took it from a report in the newspaper?—Yes, and I put it upon Mr. Knox at the time to contradict the statement.

24,730. As against the report?—Yes, that it was against the tenantry forming themselves into committees.

24,731. "Do you know Mr. Thomas David of Hafod Heulog"?—No, I do not know the gentleman. See 25,332.

24,732. "Do you know that he wrote to Miss "Talbot saying that if he could get certain things, "he would not give evidence"?—No, I do not know him. I have never seen him to my knowledge.

24,733. "Do you know that she replied that "she hoped all her tenants understood they "were free to give any evidence they liked"?—That is obviously a speech and not a question. I will not answer it.

24,734. "Do you know that the following "circular was sent out by Mr. Lewis Nicholl as "agent for his father in May last." Perhaps I had better read that circular:—

"4, Trinity Place,
Swansea.
Merthyr Mawr Estate.

"Dear Sir,

"In view of the approaching Land Commission to enquire into the relations of landlord and tenant in Wales, I shall be very much obliged if you will let me know whether you consider the system on which this estate is managed is a fair one, or whether you are able to suggest any system which is likely to be more satisfactory to the tenant without unfairness to the landlord. On this estate the landlord does all the building and repairs. The tenant does the haulage. The tenant pays a rent for the whole, agreed upon by fair bargain the time he enters on his farm, and the custom has hitherto been not to raise such rent during his tenancy The tenant holds on a yearly agreement, subject to six months' notice to quit on either side, and is entitled to be paid the value of his unexhausted improvements under the Glamorganshire custom, or (if he prefers it) under the Agricultural Holdings Act (1883). Any suggestions you may make as to this tenure shall have my

Lord *Kenyon*—continued.

careful consideration. I think it is generally admitted that the relations between Mr. Nicholl and his tenants are, and have been, friendly, and that no attempts have been made to put pressure on them, or to bring undue influence to bear in matters social, political, or religious, and Mr. Nicholl now wishes his tenants to understand clearly that they have absolute freedom to appeal before the Commission, and to give whatever evidence they may think fit. Neither now, nor hereafter, shall any tenants suffer at his hands for any evidence he may give, whether adverse to him or not. I hope you will let me have an early reply to this letter, which you are welcome to show to anyone you please. If you wish your answer to be treated as confidential, please to say so. A similar letter has been sent to every other agricultural tenant on the estate.

"I remain, yours truly,

"L. D. Nicholl."

I was not aware of that letter. I am very glad to hear it, and I only wish that Mr. Nicholl's good example had been followed in other estates.

24,735. That is what you referred to in your evidence?—Yes; and it is only fair to say that no single tenant of Mr. Nicholl has made any complaint to me, or has mentioned anything that he wished to be put forward.

Mr. *Griffiths.*

Can I have the date of that letter? It is undated.

Mr. *Lewis Nicholl.*

It was written about the beginning of May; I cannot exactly locate it now.

Lord *Kenyon.*

About the beginning of May this year?

Mr. *Lewis Nicholl.*

Yes, before the Commission had sat.

Lord *Kenyon.*

24,736. The following question is handed in by Mr. Edward John: "In your experience as an "advocate, can you give an opinion as to the "working of the game laws? Have you any "experience of the over-preserving of game?" —I have, happily, no practical experience of the over-preserving of game, as I am not a tenant farmer. I think the fact that there has been only one withdrawal of a game prosecution in the 12 months, shows that the Act is not a dead letter by any means. I can say that the Act is very fully administered in our local court.

Lord *Kenyon*—continued.

Mr. *Brynmor Jones.*

24,737. I think Mr. Edward John's question points rather to the way the laws are administered. Is there any complaint as to the constitution of the Bench, for instance?—Well, sir. I have not been employed in a single game case within the last twelve months. It may be that it is considered quite hopeless to employ an advocate in a game case, but that is the fact. But the constitution of the Bench is certainly of such a nature that it would be——

24,738. I mean the question is pointed evidently to the Petty Sessions, and it is asked of you as an advocate who is in the habit of appearing before the Petty Sessions?—Yes.

24,739. The question really is this: Do you think that the existing laws as to the constitution of Petty Sessions are fair?—I consider that the game offences are severely treated at our police court, but I have no ground for saying that the cases are unfairly dealt with.

24,740. Is there a general feeling among people concerned in the matter, that the county justices who deal with the game cases, may operate somewhat unduly against them?—I have heard that expressed, I am bound to say.

24,741. That is the question which is put?—But I have nothing to say as to the unfairness. The severity of the punishment is commented upon.

24,742. I thought you did not quite catch the drift of the question. Do you, as an advocate who knows pretty well the range of sentences in other cases, find any inequality with regard to the severity in these game cases?—I consider they are dealt with severely in comparison with the other cases that come before the court.

Lord *Kenyon.*

24,743. Another question is handed up by Mr. Vincent: "A letter was read from me"—that is, Mr. Vincent—"at the opening meeting of the "Commission. Will you accept my statement "that the letter was written at the express "desire of Mr. Knox?" Do you remember the letter?—I remember a letter appearing in the daily papers as having been written, but I consider that the point was this, that the Margam tenantry do not read the daily papers as a rule. They read the weekly local papers, and the cuttings I have given you are out of the weekly papers, which are read by the tenants, and not out of the daily papers, which are not read by the tenants.

The witness withdrew.

Re-examined 26,124.

Mr. Edward Knox called and examined.

Lord *Kenyon.*

See 24,512, 25,371.

24,744. You are agent to the Margam estate —Yes.

Lord *Kenyon*—continued.

24,745. And you wish to rebut certain statements of Mr. Hughes?—I do.

Lord *Kenyon*—continued.

24,746. I think you are coming to give your evidence-in-chief to-morrow?—Yes, I am coming here to-morrow, but I only wish to detain the Commissioners two or three minutes now by saying that the speech at the ploughing match at Kenfig Hill was quite incorrectly reported, I believe that the reporter had left the room at the time I was speaking. He was present during the first part of the evening, but the proceedings were rather late, and I think he had left the place when I spoke, and so probably the report would be from hearsay entirely.

Professor *Rhŷs.*

24,747. Was there a dinner?—There was a dinner. I can see round here several Margam tenants who were there, and who I am sure will bear out what I say, which is, that I had not the least intention whatever of advising the tenants not to combine in any way they liked. I simply said I thought it was a pity that it should be made a political question; that no doubt there were things that could be improved, but that I thought if it were gone about as a political question, and in a political manner, no good would come of it whatever. With regard to Mr. Hughes' speech at Kenfig Hill shortly after, I saw in a paper what he said about me, I wrote to Miss Talbot and asked whether I should contradict it. Miss Talbot thought it was so absurd on the face of it, knowing my opinions, and the Margam tenants knowing my opinions also, that it would be better to say nothing about it, and therefore I did not contradict it. With regard to my second speech at Bridgend, I can only say that the member for this division, Mr. Arthur Williams, was sitting opposite me, and when I sat down he said, "It was a very good speech, Knox." So that I think if it suited him, there was nothing very much against it politically. With regard to the letter that Mr. Vincent spoke about, I have a copy here of a letter from Mr. Vincent to me. I thought it would be a very good thing, if it were distinctly understood that the landowners of South Wales were not against this Commission in any way, and that they wished to support it, and it was at my instigation principally that the letter was written which was read by Lord Carrington at the opening of the Commission at Cowbridge. Mr. Vincent wrote to me on the 20th of May saying, "I am taking your advice, and offering"——

Mr. *Brynmor Jones.*

24,748. If you are going to read confidential communications between Mr. Vincent and yourself, the Commission might have to ask for all the correspondence?—I will not read it if you do not wish.

Mr. *Brynmor Jones.*

It is not a question of what I wish.

Lord *Kenyon.*

24,749. You will be quite prepared, I suppose, to submit any correspondence?—I think so. I simply wrote to Mr. Vincent, and said I thought it would be a good thing if the letter was published, and Mr. Vincent wrote back to say, "I am taking your advice and offering such a "statement as you suggest to the Commission "through the secretary, and if the Commissioners refuse to accept it, I will hand it "immediately to the Press. Hoping to see you "on Tuesday." It was that letter which was read by Lord Carrington, saying that the landlords had no wish whatever to burke the Commission in any way. I think that speaks for itself, that I am not against the tenants giving evidence in any way, and with regard to Miss Talbot's wishes, I have told every tenant that I have met within the last six months—and I live right in the centre of them all—that Miss Talbot wished them to give evidence. I have seen tenants all round, and spoken to them, and said "I hope you are going to give evidence when the Commission come down again."

24,750. In your opinion is it on account of the fear of their landlords that they have not given evidence?—Not the slightest.

24,751. Can you give any reason why they have not come forward to give evidence?—Several of them have told me that they do not want a Land Court, and they are afraid that that would be the only thing that would come of it. They prefer to deal with the landlord or agent direct. That is the only thing they have ever said to me, and I suppose that will be the reason, but as to any fear of any effects from Miss Talbot or myself, I am sure it is quite groundless.

Mr. *Brynmor Jones.*

24,752. You have heard what Mr. Hughes told us. You have not spoken to all the tenants and there is no inconsistency between what you are saying and what Mr. Hughes said. I suppose you heard what he said, did you not—that many of the tenants said they were rather afraid to come forward?—He said one tenant, I think.

24,753. There is no inconsistency. One man may have said one thing to you, and speaking to Mr. Hughes may have said a different thing on a different occasion?—Quite so. I think it would be a great pity if the tenants do not come forward, and I believe two or three of the Margam tenants are going to give evidence, and I am very glad to hear it.

Mr. *Richard Jones.*

24,754. Did you see the report of your speech before you saw the speech of Mr. Hughes in the paper?—No, I did not. If I remember right, it was not printed under the heading of the ploughing match. It was a little paragraph by itself. I referred back to the paper afterwards, and found it was a paragraph by itself.

24,755. So that you did not get the opportunity of contradicting the report before you had seen the speech of Mr. Hughes?—Quite so.

Lord *Kenyon.*

24,756. Is it a paper you take in?—It is a paper I take in, but I am often away, and I do not see it perhaps for a week or 10 days afterwards.

Mr. *Richard Jones.*

24,757 May I ask one question with reference to this. Did you make any reference at all to the South Wales Liberal Federation?—Yes, I did. I said that I saw it reported in the "Times" that the South Wales Liberal Federation advised their agents in different parts of South Wales to get the tenants to combine together to give evidence. I said that certainly, and it was on that, that I grounded what I said, that I thought it was a pity to mix up politics with agriculture, because I did not see where the connexion came in.

Lord *Kenyon.*

24,758 A question is handed up by Mr. T. J. Hughes: "Will Mr. Knox explain the exact "meaning of his references to the Commission in "the speech of the 1st December at Bridgend?" Your speech, I take it, was not reported. You say the reporters had left the room?—It was the speech at the ploughing match that was not reported.

24,759 That is not the same thing?—No, this was the speech where I said Mr. Arthur Williams, the member, was sitting by me, I cannot remember; it is very nearly a year ago; I think it was with reference to stirring up class against class, if I remember rightly. I know in parts of England that a great deal of bad feeling was engendered between the agricultural labourers and the farmers, owing to the stirring up of class against class, and that it has created a hostility between the agricultural labourers and farmers in many parts of England, which has not died out now. What I said was, that if there was a stirring up of class against class—of the tenants as against the landlords—perhaps it might do away with a great deal of the good feeling which at present exists, and which is undoubtedly admitted by everybody.

Lord *Kenyon*—continued.

24,760. Then I have a question sent up by Mr. John Williams: "Is it true that you sent one of "your tenants to buy his seeds from Mr. "Edward John of Cowbridge, but when you "found that Mr. John had taken such a pro-"minent part in the Farmers' Association, that "you sent the same tenant to countermand the "order?"—I never sent any tenant in my life to buy seeds from Mr. Edward John. I told a tenant near Cowbridge that Miss Talbot would pay for the seeds if he liked to lay down a field, which I thought would be very much better laid out in grass than ploughed up, and I got the seeds from Webb's, where we deal. We have a home farm, and we deal with Webb, and I gave Webb the order as a matter of course. See 25,745

24,761. Another question by Mr. Edward John: "Did you not prevent a Mr. Watts, a tenant of "Miss Talbot's, from buying grass seed of "myself, when I called your attention to it, the "reason you gave being my action with regard "to the Land Commission?" Is that so?—No. Mr. John asked me why I did not give him the order, and I said I thought I was quite at liberty to give an order for seeds to anyone I liked, and I naturally went to Messrs. Webb, whom we always dealt with.

24,762. You did not give any such reason to Mr. John?—No, certainly not.

The witness withdrew. Re-examined 25,748–25,946

Dr. Wyndham Randall called and examined.

Lord *Kenyon.*

24,763 You are medical officer of health to the Rural Sanitary Authority?—Yes.

24,764 You have a statement, I think?—Yes. I had not time to send it in.

24,765 Will you kindly read it?—I may say that the headings which I have used in my statement, are the headings sent me in answer to a letter I wrote to Mr. Lleufer Thomas, asking him if he would kindly give me some heads, in order that I might have some idea what the Commission wished. The first heading Mr. Lleufer Thomas gave me is, "General adminis-"tration of the Public Health Acts in rural "districts. Amount of interest (if any) taken by "members of Rural Sanitary Authority. What "are the main obstacles to effecting sanitary "reforms, or in getting insanitary dwellings "condemned, &c.? Privy accommodation gene-"rally" No doubt considerable apathy has been manifested in the administration of the Public Health Acts, but I am of opinion that a great change has taken place in this respect, and I think this change has been much accelerated since the formation of the County Council, there is now an "appeal unto Cæsar." Also the inhabitants of many localities through the increased interest taken in sanitary matters, by the people generally, have bestirred themselves and agitated either to obtain the grant of local self-government,—unwisely I cannot but think in some places—of small area and low assessable value, or have brought pressure to bear upon the Rural Sanitary Authority, to gain an improved supply of such a necessary as pure water, or the removal or remedying of some important sanitary defects. The medical officer of the County Council has been of great assistance in upholding and strengthening the views expressed to their authorities by local medical officers of health, and the threatened pressure of the County Council has tended to hasten the movement of the authorities, in some cases of delayed adoption of useful Acts of Parliament. I have noticed of late years a bolder outspokenness in insistance on the necessity of carrying out drainage improvement or water supply, or the

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

urgency of the removal of nuisances in the reports of medical officers to their authorities.
25,141. The main obstacles to effecting sanitary reforms are in the first place due to the ignorance on sanitary questions of members of sanitary authorities and to a similar ignorance, where you might less expect to find it, on the bench of magistrates. In the second place, a most important obstacle is the question of expense, which energetic action on the part of the authorities may throw upon owners who may themselves be members of the authority, or may even, perhaps, have stood for election with the conscientious hope of gently impeding the adoption of unduly strong measures. Then again, perhaps, after a medical officer has induced his authority to prosecute, in a case of long-continued deafness on the part of the offending owner, to the prolonged threats and notices of the authority, perhaps extending over years, the magistrates may then give the sanitary defaulter six months to carry out the much-needed and cruelly delayed work, or perhaps order a part only of the sanitary requirements to be fulfilled, or, worse still, find against the authority. My belief is that in such a case the rebuff and the pecuniary cost would be felt so keenly, that sanitary defects would go unremedied for untold years, so long as the memory of the defeat lasted. I have just seen a case noted in the British Medical Journal of last week. It is headed "County magistrates and dilapidated dwellings." That, of course, is not in this neighbourhood. "A case which was "recently brought before the Witham justices "illustrates the difficulty, which rural sanitary "authorities experience, in carrying out the "provisions of the Housing of the Working "Classes Act."

24,766. Is that Witham in Essex?—It goes on to speak of the Maldon Rural Sanitary Authority, so I suppose it would be. "The Maldon Rural "Sanitary Authority applied for closing orders "in the case of three cottages. Mr. Stewart, "the surveyor to the authority, and Dr. J. C. "Thresh, county medical officer, gave evidence "to the effect that the cottages were totally "unfit for human habitation and past repair. "One of the magistrates then proceeded to "expound his views, and stated that there were "many cases of overcrowding which might be "dealt with, and that in his opinion overcrowding was ten times worse than a draught "through a house. It was eventually ruled "that two of the cottages should be closed, but "in the case of the third the expert evidence "was put on one side, and it was decided to let "the matter stand over for two months to allow "alterations to be carried out. The case appears "to have been a clear one, and Mr. Stewart "stated that if the justices would not make the "order the Housing of the Working Classes Act "would become a dead letter. The justices "were, however, too intent upon discussing "general questions, to condescend to act upon "the evidence in the case before them." Again, insecurity of tenure of the appointment of medical officer of health is, I fear, another

Lord *Kenyon*—continued.

obstacle. Is it reasonable to expect unpalatable advice to be given by anyone to a body, at whose arbitrary whim his post may be lost to him? You will remember that many of us are appointed for only one year, and then re-election becomes necessary. In my opinion, in order that true sanitation of the country should be carried out, the appointment should be secure so long as capacity and good conduct continue, and made by a Government Department as our inspectors of mines are now. Sanitation should be an Imperial not a local matter, and reforms should be carried out by a Public Health Government Department, and its financial needs found out of Imperial taxation. The next heading is "Farm-houses and buildings; general "condition and construction. Distance of pig-"sty, cow-houses and manure heaps and privies "from dwelling-house and from dairies." Farm-houses. Many of them are old, some of them have been good houses in their time, some are recently built, but, old and new, they are nearly all subject to serious sanitary defects. Nearly all are without shutes, and surface drainage being absent, the falling rain renders damp the external walls and surrounding ground. I have one or two instances of such conditions in my annual reports. I do not know whether you would like me to read them.

24,767. I think we may take what you have got in your hand?—The farmyard, its surface covered with rotting manure, is often quite near to, or immediately behind the house. Pigstys and cowsheds often drain into the open yard, and from this foul sewage sometimes finds its way into the horse-pond, which is thus converted into an open cess-pool frequently too near the dwelling, or sometimes drains out into the public road. This county is not famed for its dairy produce, but where dairies exist they are generally situated at the back of the house, and in such a case as I have described, would possibly abut on the filthy yard. The privies are of most objectionable type, with foul, open, offensive cess-pit beneath the seat, or immediately behind, difficult of access, and only cleaned out at long intervals, sometimes, of years, the only ventilation being up through the seat. Manure heaps are often against the walls of dwellings. The sleeping accommodation for men servants is often only the barn.

Professor *Rhŷs*.

24,768. With regard to that, when you say barn, would that be on a loft?—On a hay loft, yes. I think that would apply more particularly during the harvest time, probably to periods when they have extra labour on.

24,769. Not in the cold weather?—I think not. I am also medical officer to the workhouse, and some of our paupers, who are there perhaps a good part of the year—those of them who are able to do a little work, go out and help in the harvest. From them I ascertain that they very frequently have only the barn to sleep in; I would not say that this is the case generally.

Professor *Rhŷs*—continued.

24,770. Not with the permanent farm servants, you think?—I do not think so. I would not be sure of that, but I do not think so. My experience is gained from people in our workhouse, who go out during the summer. The cottages, many of them, are old and somewhat dilapidated. Dampness of external walls, moisture of surrounding ground, and foul, offensive privies, are conditions common to these and the farm-houses just described. I know the farm-houses I have described are not the best of them; I think they are the worst of them. Some of the older are one or two-roomed cottages, with only the space beneath the thatch for sleeping accommodation, though in one of these, I now have in my mind, there lives an old lady of 102 years, of petulant but virile nature. Fresh air must cover a multitude of sanitary sins. Overcrowding is not noticeable, though it does exist, as the younger and more enterprising men go off to find employment in the mining districts, if at all dissatisfied with agricultural wages. Then the next heading is, "Diet of farmer's family and of "labourers, their wives and children; water "supply." I cannot speak with exact knowledge of the diet of small farmers and their indoor men servants, but believe they have sufficient plain food, *e.g.*, breakfast: bread and butter, or cheese; tea. Dinner: bacon and vegetables, or broth with vegetables; on Sunday perhaps poultry or fresh meat. Supper: bread and cheese or butter; tea.

24,771. Any cheese at any time?—Yes, I said so. Do you ask at dinner time?

24,772. No, at any time?—Yes, I think they have butter or cheese for tea and breakfast.

24,773. That cheese has somewhere been described as hard enough to require a hatchet to cut it?—It is hard sometimes.

Lord *Kenyon.*

24,774. Is that Carmarthenshire cheese?—No, it is made here, I think it is a local cheese.

Mr. *Richard Jones.*

24,775. Skim cheese?—I think so.

Professor *Rhŷs.*

24,776. It is pretty hard at times?—It is pretty hard at times. The out-door labourer will earn from 15*s.* to 18*s.* a week, upon which, I suppose, with frugality, he and his family, if not too numerous, can manage to live. The diet might be improved if more milk were made use of, particularly by the children.

24,777. They think hot tea better, I suppose?—They do. The water supply varies a great deal. In some villages there are good springs with a fairly constant flow of pure water. In others, the supply is from surface wells or weak springs, and scarcity exists in times of drought, and has been much felt during the present year. Many of the shallow wells are subject to surface pollution from cattle, &c. In some places pipes have been laid by the authority to bring water near to the consumers. The water supply might be much improved by careful protection from pollution of the springs and wells; in other places by the construction of large cisterns for the storage and protection of rain water; and in one or two villages a pure and plentiful supply might be got, by sufficient expenditure of money. I allude particularly to two villages, which might be supplied by the town water supply. The next heading is "diseases most common among "agriculturists. How much is preventible "disease." The most prevalent diseases are, rheumatism, heart disease, phthisis, bronchitis, and pneumonia. These might be preventible to a great extent, by enforcing better houses and prevention of dampness in the surrounding ground. Diphtheria, croup, and typhoid fever, which might be minimised or wholly prevented by improved privy accommodation, surface drainage, and greater purity of water supply. Measles and scarlet fever, which would be greatly lessened by provision for isolation of first cases in hospital, and improved public facilities for disinfection of clothing, bed clothes, &c. Then the last heading is with regard to sick clubs and so on. "Sick benefit clubs exist in most of the "villages and are fairly well supported; but the "fact that some of them, through faulty financial "arrangements, have stopped payment after the "thrifty poor have paid into them for years,—and "are so deprived of their expected support just "when old age and infirmity, make them unable "to earn their own living and become thus, "through no fault of the individual, dependent "upon the rates,—causes one to wish that there "were a Government sick benefit society "founded, possibly worked through the post "office, to obviate any chance of the thrift of "years being thus uselessly wasted, the tendency "to thrift probably thwarted and the tendency "to improvidence, so carefully nurtured by our "Poor Law system, exaggerated in its already "giant proportions. I fear this sentence sounds "rather ambiguous without further explanation. "I am strongly of opinion that those ex-agri-"cultural labourers and other paupers, dependent "on out-door relief, hover on the very brink "of starvation. What I should be inclined to "advocate would be this. First, the institution "of the State Sick Benefit Society. After this "had been in existence for some years, I would "make membership of it for a certain period, "the test of thrift. That is to say, anyone "applying for relief from the ratepayers who "was not a member of it should be offered the "workhouse; but to one who was a member "*i.e.*, one who had shown evidence of self-pro-"vidence, I would give generous out-door assis-"tance. Under present circumstances I would "advise the giving of not less than 7*s.* a head to "adults per week out-door relief, and after "some years, I should be inclined to administer "outdoor relief in a ratio to the amount the "applicant was insured for. In other words, I "am a believer in the advantage of the system "of the endowment of proved thrift, rather than "the endowment of improvidence."

Lord *Kenyon.*

24,778. Could you give us the proportion of diphtheric and typhoid cases?—Per population, do you mean?

24,779. The ratio they bear to the other cases?—I have not brought all that with me. I could give you last year's.

24,780. Last year's would be sufficient. You state that there is a great deal of insanitary condition, and I wanted to know the result as shown by that comparison?—The result, of course, is not shown in one year, but there is such result.

24,781. Have there been any epidemics—any outbreaks of fever, or anything of that sort?—You wish, of course, for the purely agricultural district.

24,782. I wish it with reference to these farmhouses and places, that you have described as being insanitary?—They are insanitary.

24,783. But I want to know what the result is?—Well, I do not think it shows very definitely perhaps in infectious disease. I have one house in my mind, where the conditions described by me, apply really to a very great extent. There has been a run of diseases. There has been diphtheria and puerperal fever and typhoid. That is a house, such as I have described.

24,784. And I suppose you have complained of that house?—I have complained of that house, and I passed it yesterday, and it is in exactly the same condition as it was, when I reported it.

24,785. On what estate is that?—Well, I do not know that I can tell you the estate it is on. It is an estate out in the direction of Wick.

24,786. You do not know who the owner is?—No, I do not.

24,787. Because it should be brought to his notice, one would think?—It has been reported to my authority. In my district last year there were three cases of puerperal fever; of course, that need not necessarily be all due to insanitary conditions. Then there were seven cases of enteric or typhoid fever, which, of course, is due to insanitary conditions.

24,788. Or it might be to the water?—Yes. Then there are seven cases of membranous croup, which is diphtheria in another word. Then there are three cases of diphtheria. Of course I am speaking of the whole district now. I should say these are not cases, but deaths. And there are four deaths from scarlet fever.

24,789. That would not be attributable, possibly to insanitary conditions?—Oh, no; that is attributable to direct infection. Then there are two deaths from measles, 12 deaths from whooping cough, and five deaths from diarrhœa, which, of course, we generally now attribute to insanitary conditions to a great extent, at least, some forms of it. Then there are 40 cases of deaths from consumption, and 75 from pneumonia, bronchitis, and pleurisy, lumped together, and 26 from heart disease. Deaths from all other diseases, except zymotic diseases, are 41 and 110=151.

Lord *Kenyon*—continued.

24,790. With regard to privies and closets, do you think that waterclosets are more satisfactory than other methods?—No, not in rural districts. I should advise a small raised cesspit, which should keep the excreta dry, and with which, ashes or earth could be mixed, or a bucket. Some people do not approve of buckets, but the great point is that there should be only a small accumulation, that is to say, that the receptacle should be so small that it is bound to be cleared at frequent intervals, and that the access to it should be easy. Now, last week or the week before, I went to inspect some houses in connexion with a case of typhoid fever. This was not in the purely agricultural district, but on the Kenfig hill. I found that huge cesspits had been built beneath the privy at the time the houses were built, and for 20 years they have never been cleared at all. When you came to within six yards of them, it was enough to——

24,791. You are aware that in schools now they are making them put waterclosets?—Yes.

24,792. Do you think that is a good thing, I mean in schools?—Yes, if you have flushing power, and if you have somewhere to take it to; but it is useless to put up a watercloset and drain it nowhere.

24,793. Do you think it would suit the children?—You mean would their health be improved?

24,794. I do not quite know how to put it; but would a watercloset be a suitable thing for children?—Well, I should think so. I think it should be flushed automatically.

24,795. They would not use it as a plaything?—I do not think so. There is a system of waterclosets in our board schools here which is, I think, very effective. There are the seats arranged in a row, and there is a little stream running under them, and then there is an automatic flush, which fills at intervals, and over it comes and flushes it; and you can set that flush according to the rapidity of the influx of water either every hour or three hours, or 12 or 24. But then, of course, you must have somewhere for the water to go, and that only applies to where there is drainage.

24,796. With regard to the manure heaps, do you think if there were manure tanks to collect the liquid manure, the farmers would take care of them?—Yes, I should think so.

24,797. Do you think that would be a good way of disposing of it?—It is the proximity to the house which is so objectionable here. I noticed it yesterday, in many farms which I passed, and I was looking out for the particular thing, the farmyard is just behind the house, I mean frequently, I do not say always.

24,798. Is the well near?—No, not always. There is generally a village well, not directly in connexion with the farmhouse.

24,799. And in all cases, I suppose, the piggeries are built right against the scullery door?—Well, they could be found so.

25,800. I know several cases where that is so. Now, with regard to cooking; you have spoken

Lord *Kenyon*—continued.

of the diet of the labourers; do you consider the cooking satisfactory?—I cannot say much from exact knowledge; it is merely hearsay, in regard to that.

24,801. We had some evidence from a labourer in Anglesey, in which it was the cooking that he seemed to be most troubled about?—In the farmhouses?

24,802. Yes; that the labourers' food was so badly cooked?—Well, I should think, they all know how to cook bacon and bacon broth.

24,803. The benefit clubs you do not give a very satisfactory account of?—Well, I am only speaking, of course, of some instances in which a man has paid for a number of years into a club and he comes to the workhouse. I consider it an extreme hardship on a man. Very often what happens is this. A man pays, we will say, from 20 to 30 up to the age of 50; then the club breaks, or possibly, as has happened, he is turned out for some fault such as drunkenness, then he is above the age and he cannot join another.

24,804. Have there been many cases, in which these clubs have failed?—I will not say many, but, of course, if there is one club that breaks in a village, it means a great deal of mischief. I have known of one or two or three.

24,805. Is there any big county club?—Oh, there are many clubs here.

24,806. Many little ones, I suppose?—Oh, no, biggish ones. The Foresters and Oddfellows are well-known clubs, but these to which I allude are all village clubs; there are one or two clubs in a village very often.

24,807. The clubs affiliated to the Manchester Unity sometimes break?—Yes, exactly.

Sir *John Llewelyn.*

24,808. Which of these diseases, that you speak of, do you consider to be disproportionately high in the purely agricultural districts?—Those I have named.

24,809. Typhoid, diphtheria——?—Phthisis and cardiac diseases more particularly.

24,810. Would you attribute cardiac diseases to agricultural work?—No, but to the dampness of the dwellings inducing rheumatism with organic cardiac lesions.

Lord *Kenyon.*

24,811. Would it not be possibly due in some way to exposure, from the nature of the men's calling?—Well, of course, they are always working in the wet, but then, on the other hand, their sleeping in damp houses must tend to cause disease.

Sir *John Llewelyn.*

24,812. Are you speaking simply for the neighbourhood, or as a general rule for the whole of the agricultural districts of the United Kingdom?—Oh, no, I am only speaking for my own district, I should not like to go beyond that.

Sir *John Llewelyn*—continued.

24,813. Then, of your own experience, do you consider that any of these diseases are disproportionately high?—As regards our district as compared with other districts, do you mean?

24,814. Yes?—What I mean to say is this; that the improvement of the conditions would lower them.

24,815. That is your opinion?—Definitely, that is my opinion.

24,816. Would that apply to phthisis and pneumonia as well as to cardiac diseases?—To phthisis and pneumonia as well as cardiac diseases, rheumatism more particularly.

24,817. You attribute those to the dampness of the houses and exposure to the weather?—The dampness of the houses and exposure to the weather more particularly; and then, of course, there are the enteric diseases; those would be due, not so much to the insanitary condition of the house itself, as to contamination from the privy or the farmyard, or sinks or drains.

24,818. To the insanitary conditions of the privies, and the drainage in the yard?—Yes, and the proximity of the farmyard to the house.

24,819. In each of those cases have you reported to your authority where you have seen that there has been a bad condition of things?—Yes, I think so.

24,820. Then with regard to the water supply. What principally is the water supply; is it by wells or by springs?—The water supply varies a great deal.

24,821. It varies largely, no doubt?—It varies largely. In some parts there are excellent springs—of course, you, Sir John, know the country. At Wick there is a very excellent spring of water, but there it is at a distance; they have to go, perhaps, half a mile. Then there is another excellent spring at Coychurch. In other cases there are shallower springs.

24,822. Has your authority spent much money in taking water from these places to the dwellings?—Lately they have put down a very good well at Mawdlam, Margam, near Kenfig Hill; and they have gone to very considerable expense in laying pipes elsewhere, to bring the water nearer to the consumers.

24,823. I was rather amused, when you spoke about want of security of tenure, in your own office. I suppose you feel that. Are you afraid of any capricious eviction by your poor law authority?—Well, no, I am not, but some are, sometimes.

Professor *Rhŷs.*

24,824. Whom do you find most obstructive in these matters. For instance, you mentioned the case of a house just now, which you had given notice about, and nothing had been done for a long time. Who offers this obstruction or who declines to move in the matter; is it the labourer or the farmer, or whom?—Well, of course the authority have power to make them do it.

24,825. If they liked to do so?—Yes; but as I said before, the authority of course are sometimes, many of them, owners of property

Professor *Rhŷs*—continued.

themselves, and then, as I said again, the magistrates do not always act in as rigorous a way, as a medical officer of health would wish. There is a general obstruction—obstruction from *there* to *here*.

24,826. Partly on account of the expense?—Partly on account of the expense.

24,827. And partly, would you say, on account of the prejudice against sanitation?—Well, I can hardly put it as prejudice, but to a non-belief in the advantages of sanitation.

24,828. That is exactly what I meant. Are you not sometimes met with this sort of talk—"Our fathers and grandfathers did not spend "money on these things, what is the good of our "spending"?—Yes; the same things may have been there for 30 years or for scores of years, and there is a dislike of any interference.

24,829. Would you say that that was false reasoning?—I think so undoubtedly.

24,830. Would you not say that probably in times gone by, diseases like diphtheria and typhoid, and so on, ravaged the villages on a much larger scale than they do now?—Undoubtedly, I should say so.

24,831. That sort of belief, you think, is utterly unfounded—the belief that they did just as well then, as they do now?—Oh, I do not believe it at all. I believe people must have died in much larger numbers; the death rate must have been much higher than it is now.

24,832. You could not, I suppose, produce statistics to show that?—I could not put my hand on them.

24,833. And perhaps you would not have very much faith in the old statistics?—Exactly so. It applies in the case of many diseases, that when you have got beyond a certain number of years, the statistics are not of the same value.

24,834. That is your conviction?—That is my belief.

Lord *Kenyon*.

24,835. I suppose you consider that such scourges as the black death, and all that sort of thing, were largely owing to want of sanitary precautions?—I think it is very likely. Of course I cannot say very much about the black death, but I have no doubt myself that typhus fever and enteric fever swept off enormous numbers of people.

24,836. Do you think typhus fever might be stamped out entirely?—Almost, I believe, if not quite.

Mr. *Seebohm*.

24,837. Is not part of your difficulty, the area on which the cost is thrown? For instance, supposing you had a single little village, say of three or four farms, and you wanted a water supply. The Act, as I understand it, throws the whole cost of that upon the parish?—Yes. The Authority can do it I believe.

24,838. Then the Authority feels that it is

Mr. *Seebohm*—continued.

unjust to throw upon such a very small area perhaps a large expense, and that prevents their carrying out the law?—Of course. What happens very frequently in matters of this sort is this. Suppose a claim for a water supply to be produced to the Authority; the Authority very often refers the matter back to the parochial committee—there is a parochial committee in existence, which represents the parish—and then it becomes a question of throwing the cost upon the parish or upon the small locality, and the cost to a small locality is very considerable indeed.

24,839. And is it not the fact that in those cases which you are referring to, it is often a very expensive thing to get water?—Yes, it is a very expensive thing; it costs a great deal.

24,840. How would you suggest that that should be met—by throwing the cost over a larger area, or how?—Yes. I cannot tell you that; I do not know.

24,841. It seems to me to be an almost insuperable difficulty?—Yes, it is a great difficulty, there is no doubt about it. There are two villages in which there is going to be an inquiry on the 10th November. Those two villages suffer from very extreme scarcity, and they could obtain the town water supply, which is a very pure one, but I think the cost has been estimated at 2,000*l*. Well, that is enormous.

24,842. Would that cost fall upon the tenants or the landlords in greater part—suppose they borrowed the money?—On the ratepayers, I suppose.

24,843. And they would be the tenants and not the landlords?—I suppose so.

24,844. In that way you work round to a division of the rates between the landlord and the tenant, of which we have heard?—Yes.

Mr. *Richard Jones*.

24,845. Are the labourers' cottages rented direct from the landlord or from the tenant farmers?—I do not think I can tell you anything about that, I do not think I know that. I should think somebody else could tell you that better than I could—some of the farmers. I do not know.

24,846. We have been told repeatedly, that cottages are generally better kept when they are rented directly from the landlord, than when they are rented from the tenant farmer?—Well, I should be inclined to go with you, that the cottages of the big landlords would be in a better condition—would be more recently built, and would be in a better condition, than those of the smaller owners. I should be inclined to say so, but I will not be sure.

24,847. Are the cottages generally provided with sufficient light?—The older cottages are not, but the newer cottages are built with through ventilation generally, and with windows in front and behind. Many of the older cottages have not sufficient light.

24,848. Built up against rising ground, I suppose?—Well, I do not know of many instances

Mr. *Richard Jones*—continued.

that I can recall of that, but they are built without a window in the back wall, and without a door in the back wall.

24,849. What kind of windows are they; are they fixed?—Yes, most of them are fixed.

24,850. There is no ventilation, then?—No through ventilation.

24,851. Only what comes up through the floor?—Yes, but they generally say the door lets in plenty of air. Of course most of them live with their doors open generally, except at night.

24,852. Are there many cottages, which are not supplied with closets?—No, I do not think there are, but, as I said before, the closets are of a most inadequate and unsatisfactory type. What happened was, when the Act was passed, the authority, I think, issued notices that every cottage should be provided with a privy, and they put up wooden erections, somewhat like a sentry box, and dabbed it down in the corner of a garden, and cut a hole, and there was your privy. Many of those are still in existence.

24,853. I suppose you find that the knowledge of sanitation on the part of the labourers is very elementary?—Very elementary; so it is on the part of the farmers.

24,854. Do you know whether the County Council have had any lectures here on public health?—You mean, here, in this locality?

24,855. Well, in the county?—No. I do not know for certain whether they have had any in Cardiff.

24,856. I mean the Glamorganshire County Council?—I think not; I have not heard of them.

24,857. Do you think it would be a good thing if there were such lectures?—I think it would be, very likely, a good thing, if it could be done.

Sir *John Llewelyn.*

I may say that hygiene is one of the subjects of technical instruction.

Mr. *Griffiths.*

24,858. I think you said something just now respecting dairies. They are generally built at the back of the house, I suppose?—They are generally built at the back of the house.

24,859. And in close proximity to some of these manure heaps?—Often.

24,860. Do you think that would tend to contaminate the milk?—Undoubtedly.

24,861. And might be the cause of much disaster?—Yes; it might be the cause of spreading disease.

24,862 Is that generally the case with the dairies in this neighbourhood?—Well, a very great many of them, not all, certainly.

Mr. *Seebohm.*

24,863. Have they not to be licensed?—No, not in the rural district, I think.

Mr. *Griffiths.*

24,864. Are they as a rule detached from the living rooms?—Well, there is a sort of little entry, the door of the kitchen being one side, and the door out being the other end of the short entry or passage.

24,865. Do you not think they should be detached?—I do.

24,866. I should like just to bring one thing to your notice with regard to the diet. I find in to-day's "South Wales Daily News," a letter written attacking the secretary of this Commission, at least, his report to the Royal Commission on Labour last year. It is written to the Secretary of the Cowbridge Farmers' Club, and it reads thus:—"Dear Mr. Huntley,—I very "much regret to be unable to be present at your "meeting to-day, on account of being unwell. "I therefore ask you to bring before the Com- "mittee the matter of Mr. Lleufer Thomas's re- "port as Labour Commissioner, noting especially "that part of it, referring to the diet given to "indoor servants in our farmhouses. This part "of the report is really nothing short of a gross "libel on the Vale of Glamorgan farmers. I "hope the committee will see fit to bring this "before the after meeting, and propose a reso- "lution of flat denial. I cannot help remark- "ing that doubtless there is more beef and butter "consumed on an average farm in the vale, than "in an average parish of the county of Car- "marthen (Mr. Thomas being a farmer's son of "that county), and I am sure our servants have "never known such stuff as the proverbial Car- "marthen cheese." This is what Mr. Thomas's Report says about it:—"It was stated on all "sides that the food provided had much im- "proved within recent years; that there was "little or no difference between the servants' "table and that of the family on the smaller "farms, though some of the larger farmers still "continue to give their men very inferior food. "In one instance a labourer, using perhaps a "pardonable hyperbole, told me of cheese set "before him, which was so hard as to require a "hatchet to cut it." Now, Mr. Thomas has given a very faithful report; it is not his fault; if it is anybody's fault it is the fault of the labourer who gave him that information. Whether it is true or not I cannot tell?—Yes. I believe the cheeses are very hard if they are kept too long.

The witness withdrew.

Adjourned for a short time.

Reverend Thomas Howell called and examined.

Lord *Kenyon.*

24,867. Where do you live?—Longland, Pyle.

24,868. Are you a Calvinistic Methodist minister?—Yes.

24,869. You wish to give evidence as to your personal experience?—Yes.

24,870. Have you any statement prepared?—I have only my notes.

24,512, 44. 24,871. Then will you proceed with your evidence, or would you rather I asked you questions?—You can ask me any questions you please, but I wish to state, to commence with, that I have been bred and born in the place. I must confirm what Mr. Hughes said this morning. At the ploughing match dinner, Mr. Knox, the agent, stated he hoped that none of the Margam tenants would give evidence, and as I stated to some persons present at the time, that was a damper at once, to whatever might be done afterwards.

24,872. Were you present at the dinner?—I was. After the report was published, someone wrote a letter the following week to the newspaper. I suppose that person saw the absurdity of the matter, that Mr. Knox should speak of the Commissioners at all, at a ploughing match dinner. I saw that paper and watched to see whether Mr. Knox would reply to it, but it never came under my eyes that Mr. Knox did reply.

24,873. I think Mr. Knox has stated why he did not. He said that Miss Talbot wished him not to do so?—This is the letter in the paper, (*handing paper*).

24,874. This is another letter?—That was a letter that was published. It mentions in that letter that Mr. Knox was afraid of an investigation. I was at the Liberal Federation meeting at Swansea myself, and heard all the proceedings there. That was on the Thursday previous to the 26th. On the following Thursday, this ploughing match dinner came on, and inasmuch as I was at the Federation meeting, and hearing what was stated there, I felt it very strange that Mr. Knox should speak in such a way, especially amongst the farmers.

24,875. Can you tell us what Mr. Knox said, because Mr. Knox says the report of his speech was very inaccurate?—Well, Mr. Knox said at that meeting that he had read a few days previously of the Liberal Federation in Swansea, and that they had been calling upon the members to form into committees to give evidence before the Commission—which I knew was not the case. What the Federation passed in my presence was, that they called upon the different Local Associations to form committees, and to appoint deputies to give evidence before the Commission, so as to assist the Commission.

24,876. I want to know what Mr. Knox said in his speech?—That he hoped that the Margam tenants would not give evidence.

24,877. Did he state that in so many words?—Yes.

Lord *Kenyon*—continued.

24,878. That he hoped that the Margam tenants would not give evidence?—Yes.

24,879. Mr. Knox has just been called, and he says he said nothing of the sort, and he put in a letter of Miss Talbot's to some particular tenants, hoping that all the tenants would give evidence?—Yes, but this was after that, and I have been speaking to several since that dinner, and cannot bring any influence to bear upon them.

24,880. Do you not think it was something of this sort, that Mr. Knox hoped that they would not mix up politics with the Commission?—No, he said he simply hoped that the Margam tenants would not give evidence.

24,881. Shall we now proceed with the rest of your evidence?—If you please.

24,882. You are a farmer's son, and have been in this neighbourhood for the last 30 years?—Yes.

24,883. Have you been a farmer yourself?—In so far as I farmed the holding during the time of the blindness of my father, in connection with him.

24,884. You have never been farming on your own account?—No.

24,885. What is the name of the farm?—Longland.

24,886. Is your father alive now?—No.

24,887. What do you say about the rent?—I consider that the rent is too high to pay for the place.

24,888. May I ask what the rent is?—I believe it is about 80*l.* now; I am not positive whether it is 100*l.* or 80*l.*

24,889. But there is a large difference in those figures. How do you consider it too high if you do not know what it is?—I consider it too high in this way. There were some lands taken from it, but I consider on the acreage alone it is too high.

24,890. You consider it is too high because some portion has been taken away. Is that so?—Well, I considered it too high when my father used to pay 100*l.* for it.

24,891. He did pay 100*l.* for it?—Yes.

24,892. What was the size of it then?—About 150 acres.

24,893. Some of it was poor land, I suppose?—Yes, half of it.

24,894. What is the rest? Is it good land?—I cannot say that, but there are some fields good land.

24,895. Does it require draining?—Yes, half of it requires draining now.

24,896. Is the tenant prepared to drain?—No, he has drained some, but at his own expense

24,897. You say here in your statement that he would not be compensated for the draining?—No, I do not think he would be compensated for the damage or the draining either.

24,898. Does not drainage come under the custom of the country?—Yes, I believe so.

Mr. *Richard Jones.*

24,899. The drainage exhausts itself in 14 years under the custom, does it not?—Yes.

Lord *Kenyon.*

See 26,114. 24,900. Then you say something in your statement, about damage caused by water coming on the land?—Yes. During my father's lifetime we had certain lands on the moors, and they were overflowed by water. My father had to pay the rent for all that, notwithstanding the water, for years.

24,901. How long did the water lie on the land?—It is there to this day; once it came it remained there. But my father paid for six acres of it for six years. At that time he presented a bill at the Margam office, and they told him that he had better take it to Taibach to Mr. Vivian, that it was in consequence of the colliery adjoining the land that the water came on the land. I myself presented the bill then, as he sent me with it to that office. The agent told me that it was quite absurd for me to come to him, and that I was to go back and make Mr. Talbot pay for it. No more happened about it, as my father got into a predicament, and he said we had better leave it alone or else we should lose the place.

24,902. What time was that?—It was about 28 to 30 years ago when the water came there.

24,903. What is the state of the out-buildings on your farm?—They are out of condition entirely, we cannot turn the cattle into them.

24,904. Was there any suggestion at that time that the tenants did their own repairs?—Yes.

24,905. You say the farmers are obliged to feed their cattle out of doors, which causes great waste in the food. Is that so?—Yes.

24,906. That the animals tread a great amount under their feet?—Yes.

24,907. And if the farmer built he would have to do the same at his own expense? Is that the case?—Yes, my own father had to do it.

24,908. He did do it?—Yes.

24,909. Then you say that there are no proper places to keep the implements. What do you say with regard to buying manure?—Well, buying manure in the neighbourhood at present costs 2*s.* 6*d.* per ton at the different collieries in a circumference of 8 or 10 miles, and when it reaches Pyle it is 6*s.* 3*d.*, and that would not pay. It is just the same in taking the produce away.

24,910. Then that complaint is against the railway rates?—Yes, the cost.

24,911. Have you anything to say about the game?—The game is all over the country there, especially in the Margam parish.

24,912. Is there much damage done to your place by the game?—Yes.

24,913. What particularly—rabbits?—Well, hares and pheasants and rabbits.

24,914. Hares and rabbits?—More pheasants and hares than rabbits at present.

24,915. Did you take advantage of the Ground Game Act?—No, it was no use to do it.

Lord *Kenyon*—continued.

24,916. Why?—Because in all probability we should have to leave the place.

24,917. Did any tenants on the estate make use of this Act?—No.

24,918. Have you anything to say as to common lands?—There is common land in the neighbourhood, with which I have had to do during the last few years. There are tenants of Miss Talbot bordering that common, both farmers and cottagers. During the whole time of my memory, the cottagers bordering on the common had a right to turn on to the common. I remember them myself, each cottager having, say, 9 or 10 sheep with a little cow and pig and a few geese running out, and others kept a pony just to bring coal from a distance, as they could not get coal nearer than the collieries about two miles away. But of late I understand that the agent curtails the cottagers, and says that they shall only keep one cow.

Mr. *Seebohm.*

24,919. No sheep?—No sheep, nothing at all, neither a goose nor a pig. It puts them entirely at a disadvantage. There are many not able to buy a cow while they can keep a pig or a few fowls, but they are prohibited from doing it.

Lord *Kenyon.*

24,920. Were they turning more than they had a right to do before, to the detriment of their neighbours?—No, I do not think they were.

24,921. Was the adjoining common suffering at all?—No, it does not suffer at all.

24,922. There is plenty of feed for them?—Yes.

24,923. Have you anything to say about the granting of leases?—In our neighbourhood the granting of leases is this; they put stipulations in the leases; some of the leases have stipulations that anyone cutting timber or meddling with the game, shall forfeit the lease. But in connexion with the leases at present, especially in connexion with business houses they are obliged to pay a license for selling their own goods, and that varying from 5*l.* to 20*l.*, and a man might as well pay rent as to build a house of his own.

24,924. That is granting a building lease?—Yes.

24,925. Have you anything to say about education and Nonconformity?—Well, in connexion with this neighbourhood there is a school board in the district. There are collieries near the district. There was a school belonging to the collieries, and when Miss Talbot gave the collieries over under lease, the workmen paid for the schoolroom in poundage, but when the collieries were turned over, Miss Talbot held the school contrary to the wishes of the majority of the people. They as workmen sent a deputation to the board, asking that the school should come under the school board, but they refused, and they held the school in their hands.

Lord *Kenyon*—continued.

24,926. Who pays the school rate?—Well, that school belongs to Miss Talbot, and at the same time, the majority of the workmen are in favour of getting the school under the board. Seven-eighths of the population there are Nonconformists.

24,927. Do they wish to have a school board rate?—Yes, right through.

Mr. *Richard Jones.*

24,928. They have a school board rate already, have they not?—Yes.

Lord *Kenyon.*

24,929. For this school?—No.

Mr. *Brynmor Jones.*

24,930. Is this school inspected?—Yes, it is inspected.

Mr. *Seebohm.*

24,931. Is it free?—Yes.

Professor *Rhŷs.*

24,932. No fees?—No fees.

24,933. It is in receipt of Government grant?—Yes.

24,934. And Miss Talbot makes up the money required?—Yes, and she has a board of management herself. She wrote to the Board and said she had named her board, and put a stipulation in, that there was no minister of the gospel to be on it, and actually nothing but churchmen to be on the board of management.

24,935. But the clergyman is not on?—No.

24,936. He would be a minister of the gospel?—Quite so.

Lord *Kenyon.*

24,937. No minister of the gospel is on?—No, but the chief people in connexion with her schools are the clergymen.

24,938. I thought you said they had nothing to do with it?—They are not on this present school board I mentioned.

Mr. *Richard Jones.*

24,939. You mean the school committee which manages that school?—Yes.

Professor *Rhŷs.*

24,940. There is no minister of religion on it?—No.

24,941. There are ministers, perhaps, on the school board?—There are ministers on the school board, and undoubtedly that stipulation was put in, on account of that.

Mr. *Richard Jones.*

24,942. How many members are there on the committee?—Five, I believe.

Mr. *Richard Jones*—continued.

24,943. What proportion does Miss Talbot nominate? Is it three out of five?—She nominates them all.

Mr. *Seebohm.*

24,944. It is a private school, in fact?—Yes.

Mr. *Brynmor Jones.*

24,945. I understand, Mr. Howell, that this school is a public elementary school under the Act of 1870?—Yes.

24,946. What action have the school board taken in the matter?—When the deputation from the workmen waited upon the school board, they corresponded with Miss Talbot in connexion with it, asking her to transfer the school to the board, and she refused; yet the children going into that school are the workmen's children, and they are in the majority Nonconformists, in fact, all of them.

Professor *Rhŷs.*

24,947. But it is a voluntary school which comes up to the requirements of the Act of 1870?—Yes, we know that.

24,948. And, I suppose, has a conscience clause?—Yes.

24,949. So that you have no hold over it whatever?—No, not at all.

Mr. *Brynmor Jones.*

24,950. What is your grievance about it? Is it that public funds are going to a voluntary school of that kind?—The grievance is, that the Nonconformist children are compelled to go there by a committee of churchmen for their education, and they want to get themselves free.

24,951. I do not quite see how any children are compelled to go to that school. The school board has a school within the area, has it not?—Yes, but the other school would be too far to send the children, and we have no power according to the Act to build in that place.

24,952. How do you mean?—Inasmuch as there is accommodation in that school, and even if it was a Roman Catholic school, we have no power to build there.

Professor *Rhŷs.*

24,953. Not as long as they have a conscience clause?—Yes.

Mr. *Seebohm.*

24,954. How many miles is the school off?—It is over two or three miles.

Mr. *Brynmor Jones.*

24,955. Then so far as the existing law is concerned, there is no kind of violation of the law in connexion with this school?—Nothing at all.

24,956. So that your complaint, I take it, is this: you complain that a voluntary school

Mr. *Brynmor Jones*—continued.

should be able to compete with the school of the school board, and receive a Government grant?—Yes. What we complain of is this, that the school board has to look after them, and get the children to their school, and that they have no control at all, and that in those affairs they ought to be under a public board.

24,957. What alteration in the law do you suggest?—That all schools receiving the Government grants should be under the board, and all schools that will not be under the board, shall not receive Government grants—that the public money should be under public control.

Mr. *Griffiths.*

24,958. Can you give us any idea of the quantity of land that you spoke of as being under water?—The land which belonged to my father under water was about six acres, but it has spread now over a great number of acres.

24,959. Is there much of that sort of land in the neighbourhood?—That is bordering on the colliery, and it is believed that the land has given way on account of the workings under it, and the land is below the level of the sea.

24,960. Then it is not likely that it can be drained?—No.

24,961. The reason I ask is this, we heard yesterday there was much land that could be cultivated but wanted draining, and also land with some furze and gorse growing, and a farmer had six or seven sons wanting a farm, and would be very glad to take this sort of land if it was only let for the purpose?—Quite so.

Mr. *Brynmor Jones.*

24,962. Have you a copy of the Education Act there?—No, I have not.

Mr. *Richard Jones.*

24,963. I suppose this statement of yours should be corrected, should it not; it states that the Nonconformist minister should have nothing to do with it?—Yes, could not be on the board of management.

Mr. *Seebohm.*

24,964. You said no ministers of any denomination were to be appointed?—That is it.

Mr. *Richard Jones.*

24,965. According to this statement, Nonconformists could have nothing to do with Miss Talbot's voluntary school?—Yes.

Lord *Kenyon.*

24,966. Or of any religion?—Quite so.

Mr. *Brynmor Jones.*

24,967. I understand you to say that no clergyman of the National Church should be on the committee?—Miss Talbot said that as well, but I suppose she said that, on account of there being another minister and myself on this board.

Professor *Rhŷs.*

I do not know, but I think we have had evidence in Gower that other schools of Miss Talbot's are managed in the same way, and we asked the witness if he complained of the religious education given, and he said, no, there was nothing of that kind of thing. I think ministers of all religion were excluded.

Mr. *Brynmor Jones.*

That was not quite the same case. If I remember rightly there was a school board there which had no school at all, and the only school was a voluntary school, which was certified to be efficient under the Act of 1870, and the school board only met once in two years.

Professor *Rhŷs.*

And the difficulty was to get them to meet. There was no business to transact when they did meet.

Mr. *Richard Jones.*

24,968. I think you said practically the clergyman has a big hand in the management of the school?—Yes, in the schools on the estate, but not there.

Mr. *Brynmor Jones.*

24,969. Have you tried to get the consent of the Department to the school board building a school in that particular part of the school board area?—Yes.

24,970. Did the Department refuse their consent?—They cannot give it at all.

24,971. How is that?—The accommodation is sufficient at that school; that was the result.

Professor *Rhŷs.*

24,972. That would be their reply. The accommodation means the requirements of the Act of 1870?—Yes.

Mr. *Richard Jones.*

24,973. So that if the school board erected a school they would not get any grant?—Quite so.

Mr. *Seebohm.*

It has to be both "sufficient and suitable."

Professor *Rhŷs.*

"Suitable" in this case is covered by the conscience clause.

Mr. *Brynmor Jones.*

You may not get a Government grant, but if the school board were to erect a public elementary school, side by side with this voluntary school, your rate to carry on that school would be a perfectly valid rate, would it not?

Mr. *Richard Jones.*

I do not think the auditor would pass it.

Mr. *Brynmor Jones.*

I am not sure of that.

Professor *Rhŷs.*

I rather think he would, but they would get no Government grant.

Mr. *Brynmor Jones.*

24,974. I do not think the Department could prevent you erecting a school there, if you choose to erect it?—But would the board be allowed, in that case, to raise money to maintain that school? That would be another question.

Mr. *Seebohm.*

24,975. With regard to this school, do we understand that the religious teaching is distinctly of a Church of England character?—No.

24,976. Then in what way is the school unsuitable?—The only thing is this, that the Nonconformists are not willing to be controlled by a board of churchmen.

24,977. That is not a Welsh question; it applies all over England, does it not?—Yes, but that carries its influence as well.

24,978. Supposing, for instance, we took a parish in Liverpool which was inhabited by a vast majority of Roman Catholics; would they have a right to say they had a grievance because the School Board of Liverpool was by far the largest portion of it Protestant?—Yes, and that is the reason they allow their children to go into another school, because they know that the persons there have an influence on the child's mind.

24,979. Having a school board would not necessarily make it more just as a matter of principle; but in another place there might be persons just as much aggrieved by there being only a school board as you are in your case by there being a voluntary school?—The public in that case, if they are right, have a right to select whoever they like; they would go by the majority of that neighbourhood, but they do not go according to the majority in this case.

24,980. It may be a nice question which is the biggest tyranny, the tyranny of one person or the tyranny of a majority?—I would rather trust the people than trust an individual.

24,981. It is a question very difficult to solve in Ireland and in other parts of England, especially in large towns where there are Roman Catholics. What I wanted to ask was, whether generally throughout this district of Wales there are school boards?—Yes, to a great extent.

24,982. In nearly every place?—No, not in every place.

24,983. Nearly every place of any importance?—Well, there are places of importance in this county which have no school board, one of the largest places in the district, and a mining and iron district.

24,984. The real difficulty of the case in those districts is, that there is no choice of school?—Yes.

Mr. *Seebohm*—continued.

24,985. If there was a voluntary school and a board school, you would not feel the grievance?—If the Act had allowed the board to have schools where they thought proper, independent of the voluntary schools, there would be no grievance.

Professor *Rhŷs.*

24,986. Where is this school?—Kenfig Hill.

Sir *John Llewelyn.*

24,987. With regard to the granting of leases, you say, I see, in your statement: "I think "business houses have to pay a license together "with ground rent." Will you explain that? What do you mean by business houses?—Shops and so on.

24,988. A license ranging from 5*l.* to 20*l.* a year?—Yes.

24,989. Is that a usual or common stipulation in the lease?—I do not know whether it is now; it has been.

24,990. It was so in Mr. Talbot's time?—Yes, in this paper you will see a report in connection with a license (*handing paper*). See 26,102, 26,124.

24,991. This is, I see, a paper called the "Draper's Record"; and refers to a single instance where Mr. Hanford of Taibach, a draper, stated that he became liable to pay the ground landlord 20*l.* a year, the ordinary ground rent being 2*l.* Do you know of your own knowledge that that was customary on the estate?—No.

24,992. You put it, as if it was a usual thing, that business houses have to pay, together with their ground rent, a license. To your own knowledge is that the case in more than this instance which you have quoted?—Yes.

24,993. There are also stipulations in the lease you say. I suppose all leases have some stipulations. I do not know what you refer to there?—There is another thing in connection with the leases at Kenfig Hill, it is burgess ground, and some years ago, in Mr. Talbot's time, it came to a forfeiture, and he gave them some 80*l.* a year for that place, and the place is built now in connection with the estate.

24,994. Did the burgesses claim the land?—Yes.

24,995. Mr. Talbot compromised it by paying a certain sum?—Well, I could not say how the compromise took place. How could a burgess sell his successor's land?

24,996. But the burgess and Mr. Talbot did come to some arrangement?—Yes, some arrangement.

Lord *Kenyon.*

24,997. Are you satisfied with the religious teaching in the South Wales schools?—No, not altogether.

24,998. There are a great many schools in South Wales in which there is no religious teaching whatever?—Yes, and there are other schools in which they take a certain time every day for the religious teaching.

Lord *Kenyon*—continued.

24,999. Would you be of opinion that there should be a certain amount of religious teaching?—No.

25,000. None at all?—No.

25,001. Would you not ground the children in any religion?—We, in South Wales, are not indebted to the day schools for our religious education.

25,002. I am quite aware you have an excellent system of Sunday schools; it is not peculiar to Wales. Would you rely entirely on the Sunday schools for that teaching?—Yes.

25,003. Merely once a week?—Yes, once a week, and the parents to teach their children at their homes.

25,004. In some cases, the parents have hardly the time to attend to their children?—Taking us as a nation, every man has a tendency to teach his children in religious affairs. In a great number of families you get in our neighbourhood, and in other neighbourhoods, the parents give the children as a task a certain number of verses to learn, so as to repeat them in their chapel the following Sunday.

25,005. There are cases where the parents have not time to attend to their children's education?—Well, I do not believe that there are many of those. There are cases undoubtedly, but taking it as a general rule, I believe, that the religious education in Wales is indebted entirely to the Sunday school and to the home teaching.

Mr. *Richard Jones.*

25,006. Do they teach the Bible historically in the board schools? Do they make use of the Bible in the board schools?—Yes, they read it simply.

25,007. You do not disapprove of that?—No, we have no occasion to disapprove of that in our place. Take it as a general rule, I have no objection to read the Bible simply, but, as a rule, whatever denomination the schoolmaster belongs to, he, of course, carries that impression, just the same as I would carry the impression myself on an audience or a school of children. Of course I would not impress it on their minds, although I would not speak of any other denomination but my own, but they would understand by my mode of being with them that I belonged to the Calvinistic Methodist denomination, and I would not wish for any moment to impress anything on a child, or to take a child from any place where his parents wished him to be.

Lord *Kenyon.*

25,008. I was thinking of religion being taught at all. I read a short time ago, in a report that there were children who did not actually know the Lord's Prayer, and I take it that any minister of whatever religion would wish a child to know the Lord's Prayer?—I think you will not get many children in connexion with Nonconformists, who do not know the Lord's Prayer.

Mr. *Richard Jones.*

25,009. Then the inference which I draw from your statement is this, that there may be sectarian influence without sectarian teaching?—Yes.

25,010. What is taught in this school of Miss Talbot's?—Just the same as in the other one, so far as I understand now.

25,011. Do they learn the Apostle's Creed there?—No, I do not think they do at present.

25,012. Or the church catechism?—No.

Lord *Kenyon.*

25,013. These are questions put in by Mr Vincent: "Do you know who sent the report to "the 'Central Glamorgan Gazette'"?—I do not.

25,014. Then Mr. Vincent says: "I see you "have a note book to which you refer; would "you read out the notes you have as to Mr. "Knox's speech, if you have any"?—This is my note: "On the 26th of January last a "ploughing match was held on a farm held by "my late father, now in the occupation of my "sister. At the dinner at that ploughing match "Mr. E. Knox, the present agent of the Margam "estate, stated in replying to the toast of his "health as chairman of the Margam ploughing "match dinner, that a Royal Commission on "Land had been appointed; condemning the "action of the South Wales Liberal Federation "which had met at Swansea a few days pre-"viously, urging upon the farmers the necessity "of appointing delegates to give evidence before "the Commission; and he hoped that the farmers "of Margam would not appoint such delegates "for a political purpose." After that statement 30,000 horse power would not get any of the farmers to give any information before them whatever.

Mr. *Seebohm.*

25,015. Those last words are very important, I think; it was not quite what you said in your evidence. You say he advised them not to give any evidence at all. According to your note Mr. Knox says "for any political purpose," which is a somewhat different thing?—I believe the land question is entirely political.

Lord *Kenyon.*

25,016. Not the Land Commission, I trust?—The land question.

Mr. *Brynmor Jones.*

I do not know; in so far as we have power to recommend an alteration in the law, there is a political purpose.

Lord *Kenyon.*

You may put that interpretation upon it, but I am putting it so far as regards one political party against another party.

Mr. *Brynmor Jones.*

25,017. The word "party" did not occur in the extract made by Mr. Howell?—That is not the question at all as to one political party.

Mr. *Seebohm.*

I think the note and Mr. Knox's statement are not inconsistent.

Lord *Kenyon.*

It is a great pity there is no report of the speech.

Professor *Rhŷs.*

25,018. Did you understand him to treat the appointment of the Commission entirely as a political matter?—Yes.

25,019. Then to advise the tenants not to come forward before a Commission in the way he did, would mean their not coming at all?—Yes.

Lord *Kenyon.*

25,020. This is a question by Mr. T. J. Hughes: "Had the reporter left the room when "Mr. Knox delivered his speech at the Margam "meeting?"—I believe not.

25,021. You believe he was there?—Yes.

25,022. Is there a full report of it in any paper?—There is a report of the meeting in the paper.

25,023. Was there a full report, because the report put in this morning, Mr. Knox said was not a good report?—It was not *verbatim.*

25,024. Was there a better one?—I believe there was a more extensive one.

Professor *Rhŷs.*

25,025. In the "Central Gazette," the anonymous letter says, that Mr. Knox hoped the farmers of Margam would not appoint any committee to give evidence before the Commission. Would that represent accurately what you understood him to mean?—Yes.

25,026. Do you think other people understood him to say that?—They spoke about it then and there to me that there was a damper, and they could not go any further.

25,027. He added the word "political"; did you feel that that made any difference? Did you regard it as making any difference?—Not at all.

Mr. *Griffiths.*

25,028. Did you say Mr. Knox spoke to you personally?—No, I did not.

Mr. *Brynmor Jones.*

25,029. As I understood Mr. Knox's statement, what he said to the tenants was. "Form "what committees you like amongst yourselves, "but I warn you against joining committees of "a political kind." That is the effect it left on my mind?—The effect it carried at that meeting was for them to keep away, and not give any sort of evidence. Whatever was meant, I know the effect.

Mr. *Brynmor Jones*—continued.

25,030. According to what he said to-day he definitely advised them to combine amongst themselves to give evidence?—But that was not at that time.

Lord *Kenyon.*

25,031. As soon as Mr. Knox found that was the impression, he modified it?—Yes. Whatever word he might speak now, it would have no effect in turning the mind of the public to an inkling to give evidence.

25,032. After Mr. Knox had found out the impression upon the public, do you think he was sorry for it, and then told them to come and give evidence?—I cannot say that.

25,033. Has he not told them recently to come and give evidence?—Yes.

Mr. *Richard Jones.*

25,034. Do you know whether there was any one present at the dinner, independent of anyone like yourself, who would be able to substantiate what you say with regard to the effect of Mr. Knox's speech?—Yes, I believe there was.

25,035. And would be able to substantiate what you say?—Yes.

Lord *Kenyon.*

25,036. I think I had better proceed with Mr. Vincent's questions: "You will admit, I "suppose, that the report was greatly con-"densed"?—Yes.

25,037. "Do you know who the reporter was"?—The reporters of the "Gazette" and the "Chronicle" were there.

25,038. Where was the more extended report?—I believe it was in the "Gazette."

25,039. "Do you find in your notes a single "reference to not giving evidence as such;" not giving evidence before the Commission, I suppose he means?—I do not understand what he means.

25,040. What is meant is this, I suppose, that the tenants should not give evidence. Do you find any reference to that in your notes?—No.

25,041. These are questions by Mr. Vincent: "Do you know that the tenant of Longland "was under a covenant to repair buildings?"—No.

25,042. He was not?—No.

Sir *John Llewelyn.*

25,043. I thought you said it was so. Had not your father to do the repairs?—That farm belonged to my father from the time of my grandfather, and my father went to live with my grandfather, who had only one child, and so it dropped down from family to family.

25,044. Had he not to do some repairs on the farm?—No, only so far as Mr Talbot at that time thought that the farmers were getting their land cheap enough, and that they ought to do it themselves. They asked many times for repairs at the estate office, and they were refused.

Mr. *Seebohm.*

25,045. There is no lease?—There is no lease, and they could not afford to build it themselves, inasmuch as the tenant farmers' sons, of whom I was one, had worked all our lifetime for nothing.

25,046. Is the present tenant under any covenant to repair?—No.

Lord *Kenyon.*

25,047. "Did not Mr. Talbot reduce all rents "by 10 per cent. in order that the tenants might "repair"?—When my father died, Mr. Talbot raised the rent 16*l.* a year to my blind mother, she was blind at the time of my father's death, and that was 12 years ago.

25,048. "You have complained that the tenant "cannot obtain compensation for drainage. Do "you know that according to the Act of 1883, "drainage is an improvement, for which it is "only necessary to give notice to the landlord "to obtain compensation"?—Yes. I know it is necessary to give notice to the landlord before you can drain.

25,049. You need not require consent, you need only give notice?—I took it the other way.

25,050 That is wrong; notice alone is necessary. You were not aware of that?—No.

25,051. "Do you assert that on the common "to which you refer the true commoners (*i.e.*, "the people having legal rights), have been "deprived of rights, or that people who would "like to have the rights, do not have them"?—I know it.

25,052. Which—that the commoners who have legal rights have been deprived of them?—The commoners who had rights and used to send their cattle and things were prevented from doing it, and even after, I suppose, they kept them there, they received notice to leave.

25,053. As to the second part of the question, people who would like to have rights do not have them?—No, they do not.

25,054. "Was not the school to which you "refer, built entirely by Mr. Talbot, and at his "expense"?—No, it was built by the workmen of the Bryndu Colliery, and paid for. My brother-in-law was the schoolmaster at the time.

25,055. "Is Miss Talbot under any obligation "to have a committee at all. Is it not simply "her school"?—It is her building.

Professor *Rhŷs.*

25,056. If she had no committee would she have a government grant?—I suppose she would, if she managed the school herself.

Lord *Kenyon.*

25,057. This is a question by Mr. Knox: "Did the school board pass a resolution that "they did not wish for a board school in that "district"?—In what district? The school is within the school board district already. See 25,1

25,058. Did they pass a resolution that they did not wish for a board school?—No, they did not.

Professor *Rhŷs.*

25,059. Did the school board pass a resolution that they did not wish to have a school of their own in that part of their district?—No, they did not. There is not such a resolution in the minutes.

Mr. *Brynmor Jones.*

25,060. By section 19 of the Act of 1870, the school board would have power, if it is elected, without any requisition from the Educational Department to erect a board school adjoining this voluntary school. The only penalty is this, that if it is unnecessary they would not get the grant, and if it is contrary to the wishes of the majority of the ratepayers, and the auditor objected, the members of the school board might find themselves in a somewhat awkward situation?—Yes.

Lord *Kenyon.*

25,061. There is another question by Mr. Knox: "Is it not a fact that the schoolmaster "at Miss Talbot's school at Kenfig Hill is a "Nonconformist"?—Yes, and the schoolmaster at the board school is a churchman.

25,062. There is another question by Mr. T. J. Hughes: "Does Miss Talbot own all the land "there at Kenfig Hill"?—Yes.

25,063. Another question by Mr. Knox: "Is "not this a blank copy of Miss Talbot's lease, "the last clause of which is: 'The tenant to "'keep all buildings, fences, gates, and bars in "'good order and repair, and so deliver up the "'same when the tenancy ends"?—I should like to hear the present agreement to the tenants read in this court—I mean the present agreement between the landlord and tenant on the Margam estate.

The witness withdrew.

Re-examined 25,152.

Colonel J. P. Turbervill called and examined.

Lord *Kenyon.*

25,064. Are you Col. Turbervill, of Ewenny Priory, Bridgend?—Yes.

25,065. Are you an owner of land and a justice of the peace?—Yes.

25,066. What is the acreage of your estate?—A little over 3,000 acres. I should like to mention, to begin with, that I have only been two years on the estate, and that I have made no changes since the time of my late brother, so that any remarks of mine as to the management of the estate will apply to him.

Lord *Kenyon*—continued.

25,067. Have you anything to say about squatters?—There are only one or two on the estate, and we have never had any trouble with them.

Lord *Kenyon*—continued.

25,068. What do you say about the management?—All tenants can converse with the landlord. In most cases there is a difference in religion and politics; on my estate this does not prevent thoroughly good feeling. I may as well say, I cannot tell which of my tenants are Nonconformists and which are Churchmen. I absolutely do not know.

25,069. Can you speak Welsh?—No, unfortunately not. I wish I could.

25,070. The date of entry is Lady Day, I suppose?—Yes, the date of entry is Lady Day.

25,071. Are the farms let from year to year?—Yes, the farms are let from year to year. I have only granted one lease for 21 years; they are verbal in many cases.

25,072. Is there any demand for leases?—None whatever. I should mention with reference to that, that my late brother some years ago at the tithe dinner, offered leases all round to anyone who wished to accept them, but not a single tenant accepted the offer, they all preferred a year-to-year tenancy.

25,073. What was the reason of that?—So far as I could judge, they thought it would suit them best, that in a hard time they would get deductions, and they would never be badly treated.

25,074. Are there any changes of tenancy?—All changes on this estate have resulted from death, except two which have taken place from intemperance. The farms generally remain in the same family for generations.

25,075. You know of no cases of hardship?—No, I know of no case of hardship.

25,076. Compensation is given?—Yes. I have never known a case of damage in timber cutting.

25,077. Do you give a copy of the agreement to the tenant?—I happen to have in my pocket a lease that I have just given, and if the Commission would like to see it I can hand it in. I might mention it is the only lease that has been given for years on the estate. It is a small place, which the man wanted to improve.

25,078. The rents are usually fixed, you say, on a field valuation?—Well, not invariably, because in some places we have not given a field valuation. Where it exists they are based on it.

25,079. Are they uniform?—Yes, as uniform as possible.

25,080. As to the rents of the smaller tenants?—They are not higher than the larger ones; they are much the same. The question I see is "small and large farms." I thought I might add to the information by making a short list of the acreage. Of farms of 200 acres or over I have got three; of over 100 acres and less than 200 acres, eight; of 50 acres and over, seven; and six of under 50 acres. This is how the rents run: I have got only three farms of over 200*l.* a year; nine farms of over 100*l.*, six farms over 50*l.*, and 11 farms under 50*l.* I have not counted cases where a man has a mill and a few fields; I have not entered those at all.

25,081. With regard to the rent of lowland farms?—I have put down in my statement that the rent of lowland farms is from 25*s.* to 30*s.* per acre; hill land 10*s.* to 15*s.*, but it varies so very much. The highest rent of the hill farms is at the rate of 1*l.* 10*s.* per acre, and the lowest at the rate of 1*s.* an acre, so that they vary immensely. That at 1*s.* an acre is wild, rough land, with minerals underneath.

Lord *Kenyon*—continued.

25,082. As to the right of pasturage?—It does not exist very much; where it does it has not been counted.

25,083. There are no services?—No services, and the rents are, as a rule, fixed by a field valuation.

25,084. Not let to the highest bidder, I suppose?—No. As a rule it is let to the relations of the last occupier. There have been no cases in my own time, but in my brother's lifetime, I know it was given to the widows or the sons of the deceased men.

25,085. Are you desirous of getting tenants with capital?—Yes, with sufficient capital. We should stretch a point in the case of a man whose father and grandfather had been before him in the farm, but of course we wish to get capital.

25,086. As to arbitration?—I have never known a case.

25,087. Then with regard to variation in the rent?—I cannot speak positively. I do not think rents have been raised in the last 50 years, except in one single case which I raised myself. My brother had let the farm a short time before his death for 110*l.* to a man who himself had offered 115*l.*, and another tenant on the estate had offered 127*l.* 10*s.*, and I raised it from 110*l.* to 120*l.* That is a solitary case, and I thought it best to mention it.

25,088. Did the tenant object?—He made no objection; he consented. Of course he did not like it, but I do not think he looked upon it as more than he could fairly come up to.

25,089. Have you paid any of the local rates?—I have paid half of the local rates for many years, and since 1885 the whole of the tithe, which since the new Act has passed, has not been added to the rent, so that practically they get the tithe and half the rates. But I have always made them understand, that that is not an absolute right, and that if times improved very much, I should reserve to myself, the right of altering it.

Mr. *Richard Jones.*

25,090. Is that with respect to the local rates?—That is with respect to the local rates and tithes. There is a statement a little later where it is more in detail, I think.

Lord *Kenyon.*

25,091. You would give notice of abatement?—Yes, if I wanted to alter any abatement I should give notice. It has not been done. With regard to the fluctuations in prices, I do not speak with much authority, because I have only so lately come into the place, but lately there have been lower prices for produce, higher prices for labour, set purpose to do less work,

Lord *Kenyon*—continued.

and higher local rates. With reference to higher local rates I may say this was one of the last parts of Wales where we had the Turnpike Act, and now rates have been increased to that extent, I think myself very unfairly, but I do not know that my opinion is required upon that.

25,092. The rent is paid five or six months after it is due?—Yes, five or six months after it is due.

25,093. How about the preferential claim?—I do not think I quite understand the question. Do you mean a claim for rent in case of bankruptcy?

25,094. It means that the landlord has got the first claim when a tenant fails.—Well, I have never had a case of a tenant failing, so that practically I cannot speak to it.

25,095. With regard to the rates and taxes?—The occupier pays the land tax, the owner pays tithes since 1885, chief rent, and half the local rates. The size of the farms I have already mentioned.

25,096. What is the average size?—The average size of farms is about 150 acres, but that is roughly. I think it is rather less.

25,097. And about consolidation?—I see that you have got a note of one case of consolidation, but my agent must have told me that. I do not think I know the particulars of it. I think, though, I can remember one case of consolidation; it was only a small farm of some few fields; it was a very small matter. Cultivation is mixed, but it is mostly grass land.

25,098. As to labourers?—The farmers tell me that there is a scarcity of labourers, and that the fences are not so well kept as formerly. I do not know of any land going out of cultivation, or any that is insufficiently cultivated; that is to say, I do not mean it is cultivated in the best possible way, but fairly cultivated. Then improvements; that goes more fully, I think, to specific improvements. The improvements in drainage, &c., buildings, and tanks, are made by the landlords. The fences, gates, and posts are by the landlord, but are kept in repair by the tenant; manures and seeds are by the tenant. In buildings, the tenant usually does haulage, and the landlord renewals and repairs without charge on outlay. The Glamorgan custom prevails generally, and is preferred by tenants. I may mention with reference to that, that when the Agricultural Holdings Act came out, my late brother at his rent dinner asked the whole of the tenants present, whether they would sooner go on upon the old custom of the county, or whether they would avail themselves of the Act, and they preferred the custom of the county. But you see we have only verbal agreements, so that really we might be bound by either. Farmers seldom apply for the landlord's written consent for improvements. I do not know of a case.

25,099. Do you know of any case where they fail to obtain consent?—No, but there are so few cases where a farm becomes vacant, really. I know of no instances of compensation for general improvements.

Lord *Kenyon*—continued.

25,100. Now I will pass on to game preserving?—There is game preserving to a moderate extent; I am speaking simply of my own estate; I am not speaking of the others. Only a few of the tenants avail themselves of the Ground Game Act.

25,101. Why is that, do you suppose?—Some of them have, I think, a kind of feeling for sport; they are not troubled by too much game, and they get a few rabbits when the shooting is going on, and they do not trouble about it. Some of the smaller ones avail themselves of it, I think; the larger ones think it hardly worth their while.

25,102. It is not out of fear of you, I suppose?—I should trust not. There are a good many of my tenants here, and you will have an opportunity of asking them questions, I should imagine. The next question is as to damage. There is no damage by game, and compensation is not asked for. Tenants are not expected to beat, but they come out for the fun of the thing. I have never asked a tenant in my life to beat, and I do not think my brother has; they generally consider it rather a favour to come, and they have a day out, and they seem to enjoy it.

25,103. As to the game preserving, do you consider that it improves the relations between landlord and tenant?—I should say that it improves the relations when it is done strictly in moderation; I do not think in moderation it hurts the relations, but improves them—they shoot over the land, and the landlord sees his tenants, and they go over with him.

25,104. It gives a landlord an opportunity of meeting his tenants; is that it?—Yes, and very often they get a few rabbits, and so on. I have been asked constantly by a farmer to go out to his farm, if I have omitted to do so.

25,105. How about the law of trespass?—I think that is capable of large improvement, but there are many more experienced than myself, who can give you evidence about that.

25,106. Is there any attention given to fruit culture?—Scarcely any.

25,107. The county council have started some dairy classes?—Yes, they had a dairy class here last spring.

25,108. Do you know of any combination or co-operation?—No, I know of nothing of the sort.

25,109. What do you consider the general condition of the farmers? Do they work hard?—Undoubtedly they are feeling the bad times now, but I do not not think nearly so much as the large farmers in many parts of England. The farmers are a very hard working lot, and I think they live hard and are accustomed to it. I do not think really they are suffering very much.

25,110. What are the average wages?—The wages are from 15*s.* to 18*s.*; nothing found, as a rule. In my own case, I provide cottages for my own farm labourers, but I am speaking here of the labourers generally on the estate.

25,111. Do you hold the cottages on the farms direct yourself?—No. It is simply on my own

Lord *Kenyon*—continued.

home farm and round the estate that I own the cottages. Allotments are supplied to all labourers who want them. That applies to my own labourers, not to the farm labourers.

25,112. Are the allotments for tillage?—No, these are all spade work. They have small plots, and grow potatoes and vegetables and things of that sort.

25,113. Do they avail themselves of that?—Yes, nearly all of them. Only in my own place the cottages are held from me. I do not know about the cottages on the farms—how they arrange them.

25,114. The general relations are friendly; is that so?—I think they are very friendly indeed. I should like to say a word now with reference to this question of having told tenants that they could give evidence before this Commission, because one of the witnesses—I am not in the least blaming him, but I mean as a matter of fact—Mr. T. J. Hughes said he wished all the landlords had followed the example of Mr. Nicholl, I think it was. I thought the subject over very much, but I came to the conclusion it would be very much better neither to write nor to say anything about it. A chance phrase may be misconstrued, and we have seen here how often a thing is misunderstood, and I thought it much better to leave it entirely to them to come forward or leave it alone as they liked. I said nothing whatever about it, nor wrote anything about it, in the old days I should not have thought it necessary to tell my tenants that they were free to vote as they liked at the ballot, and I did not think it necessary to tell them that they were free to come here. I thought they knew me well enough, to know that they could do as they liked, and I think that is the way in which it was taken. I have spent 10 per cent. of the rental on repairs and improvements in the last 12 years.

25,115. There has been no interest charged?—No interest charged.

Sir *John Llewelyn.*

25,116. I see you say in your statement, that the owners paid half the local rates for many years. I suppose that is taken into consideration, in fixing the rent?—No, not precisely, because the rents have not varied, and that was introduced when the hard times came, instead of making a remission.

25,117. Could you tell me when that was first introduced?—I do not think I can tell you; it was in my brother's time.

25,118. When it first came into operation, it would operate then in the nature of a reduction of the rent?—Yes, precisely.

25,119. It would have that effect?—Precisely.

25,120. The custom of the county is in operation on your estate, I suppose?—Yes.

25,121. Can you tell us whether that is looked upon as satisfactory?—I am really a landlord of such new standing that I cannot say much, but so far as I know and have heard, it is considered most satisfactory. My tenants all prefer it to anything else.

Sir *John Llewelyn*—continued.

25,122. I think you told us that there has been little arbitration?—There has been none; I have known of no cases.

25,123. Have you heard any complaints as to the expense of arbitration?—I have not, because we have had no arbitration. It has not come before me in any shape. I quite agree with Mr. Hughes that the expenses ought to be reduced as much as possible, if I am asked for an opinion upon the point.

Sir *John Llewelyn.*

Yes, solicitors take good care to get a good share of it.

Mr. *Seebohm.*

25,124. Just one word about the tithe. I think you say that you pay the tithes?—Yes, my late brother did. I myself have only been two years in possession.

25,125. That also operated as a reduction of rent?—No doubt.

25,126. So that taking the two together, the tithe and the half rates, the reduction on your estate has been considerable?—Yes.

25,127. Could you say at all what the percentage would be?—I presume it would be something between 15 and 20 per cent., but I am not prepared to state more exactly. Of course, the rates vary from year to year.

Mr. *Richard Jones.*

25,128. You say that there are no cases of hardship on your estate, Col. Turbervill?—Yes.

25,129. Have you had any applications for reduction in the rent?—No. You must remember that I myself have only been two years in the estate, but I have had no applications for reductions. At my last rent dinner, when talking it over with the farmers, they have not suggested that they thought it necessary. They said they had been so liberally dealt with in fairly good times, that they could stand the bad times. No doubt if times become very much worse, I shall be asked for reductions, but up to this present time, I have not been.

25,130. As a matter of principle, are you in favour of the landlord paying half the rates, just the same as they do in Scotland?—I do not know the Scotch custom that you refer to, I think it is a convenient way of making a reduction; it interests the landlord in the rate of the parish. If a landlord has to make a reduction, I think that paying half the rate is a good way of doing it.

25,131. Yes, but independently of any reduction you know when a farmer takes a farm, he takes the rates generally into calculation when he is making his bid?—No doubt.

25,132. And rates have a tendency to increase, and of course the increase, unless there is an arrangement made with the landlord to the contrary, falls on the shoulders of the tenant?—Yes.

Mr. *Richard Jones*—continued.

25,133. Do you not think as a matter of justice, that the landlord should pay half the additional burden?—I should say, that as the farmers return the men to the county council and other places, who fix the rates and are responsible for their rising, it is fairer always that they should bear the burthen. If they think the rates are rising unduly, they ought to turn out their members from the county council. That is my view of it.

25,134. Of course the county council do spend part of the rates, but the board of guardians are not representative in the sense ——?—The board of guardians in this county certainly are three-fourths farmers, and they, I should imagine, would keep a sharp eye on the rates. At all events, 30 of my farmers would have votes, as against my one vote regarding it.

Mr. *Griffiths.*

25,135. Is it customary to receive offers from outsiders for farms, when the rent is raised and when farms are to let?—As a rule on my estate it would not be generally known that a farm was vacant; generally speaking, it would only become vacant through death, and then it would be understood that the next man would have it. But I may just mention a case, which happened since I came into the property; one farm became vacant, because the tenant of that farm wished to take another farm of mine, which had become vacant through the death of his sister. Then I had two applications from men on the spot, who happened to know of it, and I had none from any one at a distance. That is the only case I can tell you of.

Mr. *Brynmor Jones.*

25,136. I see that in the lease which you have been good enough to put in, Col. Turbervill, the tenant covenants to pay the tithe rentcharge?—Yes, because I was not going to bind myself by a lease to do it.

25,137. So that your answer only applies to the case of the tenants from year to year?—No, pardon me, I told the man personally at the time, simply trusting to my word that I should make the same reduction in his case, as I did in the case of the men who did not hold leases, but I would not bind myself in the lease to do it. Do you follow me?

25,138. I quite follow you, but there is the covenant?—Oh, there is the covenant, and that is what I meant the covenant to be, that I would not make the abatement a permanent one.

25,139. Do you know anything about the actual circumstances of your tenants, apart from anything that they may say to you in reference to reduction for rent? Of course, when a tenant comes under bad circumstances, he may possibly tell a more gloomy tale than the facts warrant. What is your opinion as to the actual state of the case?—I think that they are suffering from the low prices of stock, and to a certain extent, from bad weather which we have had lately, but I do not think it is so serious as to have ruined any of them. The best proof is, that I do not know of a single case in which the rent has not been paid up to date, with the exception of a few pounds, at the last rent audit in the case of one particular tenant, a widow, who asked for time for a small portion of her rent.

Mr. *Brynmor Jones*—continued.

25,140. You heard Mr. Hughes' evidence with regard to this district, did you not?—Yes.

25,141. Do you agree substantially with what he said, in reference to the condition of the farming business?—I think that Mr. Hughes put it perhaps a little too strongly, but I am not at all prepared to deny that the farmers are meeting with bad times. Still I think it is less so than in many places, because they are men who work themselves, and have been in the habit of working; they do not employ labour to the extent that the great farmers in England do, and it is also not a wheat-growing country. They have not suffered as they have in other parts. Before I leave, if you would allow me, I should like to say a few words as to the sanitary question that Dr. Wyndham Randall brought forward. I think it is only fair to Dr. Randall to say, that although I am a member of the sanitary authority, and have been for some years, he is perfectly right in saying that it is not a satisfactory board to deal with sanitary affairs. I should say, that all that he said upon that point I must entirely agree with.

Lord *Kenyon.*

25,142. Do you think the sanitary condition of the farmhouses is very bad?—Well, I do not know how it would compare with other places, but I think if one spoke perfectly honestly and fairly, the truth is that three-fourths of the members of the sanitary authority and board of guardians really look upon the whole thing as a doctor's fad, and they cannot be expected to carry out very keenly things they do not believe in. I think that is the whole fact of the case, and also I think that if a sanitary inspector were ever so inefficient, if he were popular among the farmers and did not worry them, that they would keep him on to the end of his days as a sanitary inspector. I do not think it is a body, from whom you can fairly expect to get sanitary reform.

The witness withdrew.

Mr. EDWARD T. DAVID called and examined.

Lord *Kenyon.*

25,143. Are you the clerk to the school board?—Yes, my Lord.

25,144. And you have the minute book of the school board containing the minutes?—I have.

25,145. Would you read the resolution referring to the school at Kenfig Hill?—At a special meeting held on the 28th March 1893 of the Pyle, Kenfig, and Upper Tythegston School Board, the Rev. Thos. Howell proposed: "That "inasmuch as the public meeting held last night, "passed a resolution confirming their previous "resolution, application be made to the Education Department for power to build new "schools at Kenfig Hill. Seconded by Rev. "Dan. Williams. Mr. W. J. David moved an "amendment, that as Miss Talbot was prepared "to make such alterations and additions as may "be necessary to the present schools at Kenfig "Hill, and to carry on the present schools as "voluntary schools in the district, that the "question of building new schools be not at "present entertained by the board. Seconded "by Mr. Rees Thomas. Amendment carried. "Voted for the amendment, Mr. R. McEwen, "Mr. W. J. David, Mr. Rees Thomas. Against "the amendment, Rev. T. Howell and Rev. Dan. "Williams."

Mr. *Brynmor Jones.*

25,146. What was the public meeting referred to?—The public meeting was held on the 21st February, with reference to a request to Miss Talbot to hand over the management of the Bryndu schools to the Pyle School Board.

Lord *Kenyon*—continued.

25,147. It was not a meeting held in pursuance of the Education Act, 1870. It was an ordinary public meeting on a matter of public interest?—It was an ordinary public meeting held at the schoolroom.

25,148. This is a very guarded amendment that was carried. Mr. Howell denied, as I understand it, that a resolution had ever been passed saying that the school board would not build an additional school-house?—I understood that to be his answer.

25,149. His answer seems to be substantially right. This is only an amendment saying that if Miss Talbot would do something, the question of building a new school will not be at present entertained at all?—That is so.

25,150. It is very nearly the same thing?—I understood the question to be, whether the board did not pass a resolution that Miss Talbot be not asked to hand the school over to the board.

25,151. That certainly was not it?—You will find a copy of the resolution. It was passed at a public meeting and is in the minutes of the previous meeting of the School Board.

The witness withdrew.

The Reverend THOMAS HOWELL recalled and further examined.

Lord *Kenyon.*

25,152. Do you know that resolution?—Yes.

25,153. And the amendment?—Yes.

25,154. Mr. David moved the amendment, which was as follows:—"That as Miss Talbot "was prepared to make such alterations and "additions as may be necessary to the present "schools at Kenfig Hill, and to carry on the "present schools as voluntary schools in the "district, that the question of building new "schools be not at present entertained by the "Board"?—Yes.

25,155. That does not quite tally with this?—No. There was no resolution at all; only the rejection of the resolution that I proposed before the meeting.

Mr. *Richard Jones.*

25,156. You mean there was no amendment?—No amendment at all.

25,157. At the following meeting when the minutes were read did you not raise an objection to the form?—Yes.

Lord *Kenyon.*

25,158. Was that carried?—I do not recollect that.

Mr. *Seebohm.*

25,159. Do you mean that the minute does not state the fact correctly?—I mean that the minute does not state it rightly whatever.

Lord *Kenyon.*

25,160. "The minutes of the last meeting "were read and confirmed" I see is the next entry. The motion was that application was to be made to build the schools, which was rejected?—Yes, rejected.

25,161. And instead of that, an amendment was passed that the question be not entertained for the present?—Yes.

Mr. *Brynmor Jones.*

25,162. I understand you to deny the passing of the amendment. Is that what you mean?—Yes.

Lord *Kenyon.*

25,163. But the amendment is put here as carried—voted for the amendment three gentlemen, and voted against it two?—That was the objection of mine.

Lord *Kenyon*—continued.

25,164. Then they put the amendment first, I suppose, and carried the amendment, and then the resolution was not put afterwards, was it?—That is so.

Lord *Kenyon.*

That is, I suppose, the usual course?

Mr. *Richard Jones.*

Perhaps there was no amendment.

Lord *Kenyon.*

25,165. It is the amendment which is down there?—The resolution was not put at all, Mr. Jones.

Mr. *Richard Jones.*

25,166. It was simply that there were three negatives against two affirmatives?—It was only negatived, and the resolution was not put as a resolution before the meeting.

Mr. *Brynmor Jones.*

25,167. You mean that the amendment was put as against the original resolution?—Yes.

25,168. And the amendment as against the original resolution was carried?—Yes, but it was not put as a resolution before the meeting at all.

Lord *Kenyon.*

25,169. Your point, I take it, is that the resolution was not put before the meeting?—It was not.

25,170. That was a little irregularity on the part of the chairman, I take it, in the conduct of his business. That is all. Of course it would have been merely a matter of form, I suppose? The resolution would have been lost, and the putting of the resolution would have been merely a matter of form, after the passing of that amendment?—I do not know, because we believe that there was pressure brought to bear on that question.

The witness withdrew.

Mr. Isaiah Verity called and examined.

Lord *Kenyon.*

See generally 25,366–70, 27,251–436.

25,171. You wish to give evidence with regard to some common lands?—Yes, with regard to some common lands. It is common land of the Duchy of Lancaster, situate in the parish of St. Bride's Major. Of course, there are other common lands in other places, but I am speaking of common lands in St. Bride's Major. According to a survey made in the year 1637, and sanctioned by Parliament in the year 1650, the common lands of St. Bride's Major belonging to the Duchy of Lancaster were given to the copyholders and tenants of the Duchy for turbage. The reputed area of the common at the time of the survey, was something like 2,000 acres. It comprised the following downs:—Old Castle Down, Fleming Down, Ogmore's Down, Lady Down, North Down, Butler's Down, Downraven, and Seaton, or, I believe the proper name is Sea Down, and a strip of land called the Kemney or Camway to Wain Slade, and then, including that, there was Rawlings' Wood and King's Wood. This was governed, or, rather, administered by a leet court to be held yearly at the Ogmore Castle, and there was an exchequer room there, where all manor rents and fines were to be presented, and only there. All grievances and encroachments were reported at the leet courts by a tenant of the Duchy. Bailiffs were appointed. The chief rent of the downs or common lands for the tenants was 6*s.* 8*d.*, to be paid yearly by the commoners, for the right of turbage. My recollection of the common goes as far back as 53 years ago, but I will speak now of 45 years ago. 45 years ago, there were on that common, at least, depasturing sheep no less than 30 commoners, who may be designated as cottagers, labourers, and petty draftsmen of the village.

Mr. *Seebohm.*

25,172. In addition to the tenants?—I am not speaking of the tenants who hold land—only cottagers—and it is supposed that the cottagers or, as they are commonly called, *cottrelie* there, and *nativi*, exercised that right before undisturbed so far as I can learn from old people there. Farmers did not make any incursions whatever, upon the downs. If they did, it was very small, and they were quite in sympathy with the poor people or labourers. About 30 years ago the farmers, who were commonly called brinkers, found that the downs were of great value to them, and that they relieved their lands to a very great extent, in fact from the beginning of the year, that is, from April until the autumn. Consequently, by relieving their land, they were able to grow a great deal of roots and cereals of all kinds, to make provision for their flocks, which they turned out in the summer time. The farmers, at the present time, turn out sufficient for the whole capacity of the down, and they are practically monopolising it. When they first began, of course they edged out the little cottagers and the labourers one by one, so that they had to dispose of their flocks. 45 years ago, when there were 32 commoners, some of them kept something like about 30, and some of them 60, and some 80 and 100 up to 150 sheep on the common.

Sir *John Llewelyn.*

25,173. Which common are you speaking of now?—Of the commons which I have mentioned.

25,174. On the whole of the commons?—On the Ogmore's Down. The Ogmore's Down at the

Sir *John Llewelyn*—continued.

present time comprises, as I say, 1,000 acres. That is, there is Oldcastle Down, Fleming Down, Ogmore's Down, part of the Kemney, and all the rest have vanished; that is, the Lady Down, North Down, Butlers Down, Southen Down, Downraven, and a portion of Sea Down or Seaton, as it is called.

Lord *Kenyon.*

25,175. They have been enclosed, have they not?—I suppose so. After the farmers commenced to take over the Down, the small cottagers, of course had to go away, and now at the present time there only remain two, and they are only of very recent creation, and one has got 15 and the other 22 sheep on the Down. They are now on Old Castle Down; the two little flocks that I have mentioned, and the other parts of the Down are all allotted out to the different farmers around, and it is impossible for the cottagers to keep anything there; they drive them off; they persecute and drive them from one flock to the other. At one time—I am speaking of 45 years ago—Ogmore was a flourishing little place, because the inhabitants of the place had the right of common and they kept so many sheep there, and they did very well. Some of them made as much as 5*l.*, 10*l.*, 15*l.*, and 20*l.* a year by the shear of wool. Besides that, they had the rights of angling and fishing in the Ogmore, and in a part of the estuary—rod and line fishing—that was the upper part of the river and the lower part of the estuary they used their nets in. At that time the River Ogmore was teeming with fish, and now you can hardly find any in it. The monopoly of the Down has had a very bad effect on the population in the place; it has diminished the population of the place to a very great extent, especially as regards Ogmore and St. Bride's Major.

Mr. *Seebohm.*

25,176. But your figures are St. Bride's Major only?—Ogmore is in St. Bride's Major and so is Southen Down.

25,177. Do your figures cover the whole of Ogmore; for instance, you said 45 years ago there were 30 commoners?—30 commoners would include Ogmore and St. Bride's and Southen Down as well. That is the whole of the common.

Sir *John Llewelyn.*

25,178. What has become of the cottagers who used to turn out their flocks there?—I do not know what has become of them. A great many of the houses have gone.

25,179. I was going to the question of the houses directly. Are the commoners in existence still?—No, they are a great many of them dead.

25,180. What has become of the cottages?—A great many of them have fallen into decay.

Sir *John Llewelyn*—continued.

25,181. Are the two that remain living in their own freehold houses?—A few of them; there are not many now. There was a survey made in 1637, and I presume, that will show how many there were then. I do not know whether you have a copy of the survey of the rent-roll here.

Mr. *Seebohm.*

25,182. It is here?—Yes, you will see it from that. I presume they all owned cottages at that time; they were all tenants and they were owners of their cottages.

25,183. Copyholders?—Yes, copyholders—customary tenants.

Sir *John Llewelyn.*

25,184. Now only two remain?—Only a few. I was speaking of the two, who pasture sheep on the Down at the present time.

25,185. A few remain, and of those few only two turn out their sheep on the common?—Yes.

25,186. They do that, as a matter of ancient right?—Of course it is an ancient right. It is more an experiment now than anything else, to see what will become of them.

Lord *Kenyon.*

25,187. Have you anything more to say?—I have nothing more, except as to what the copyholders there propose, and those who are entitled to pasture on the common. What they propose is a scheme for developing the Down.

25,188. What is their scheme?—That the portion of the Common, that can be brought into cultivation by the least possible expense—that is what we call the table land of it—should be looked after. There is a great quantity of what we call the hill slopes there, and sand hills, which are of very, very little use. They must remain common land.

25,189. Is this on the sea?—A portion of it is on the seaside. The proposal is, that it should be at the least possible expense, made into small holdings from one to ten acres each, the whole administration to be placed in the hands of a duly constituted authority, elected by the ratepayers, such as a parish council, having power to acquire lands for such purposes, and also to obtain the necessary funds by borrowing, to develop such open lands into small holdings, priority of letting to be given to natives before strangers. The rights of fishing in the Ogmore and hawking were reserved by the Crown, and they are reserved to the present day. The rights of shooting on the Ogmore Down are now let by the Crown. I think there is a term now of three years.

25,190. Is there any grievance as to that?—Well, in former years, that is, we must say, in the last 10 or 15 years, the rabbits have been

Lord *Kenyon*—continued.

very destructive there. In fact, they have taken pretty well to one third of the common, and you know what poisonous things rabbits are, when once they get on ground; there is no good in them afterwards, and it is no good to the ground either.

25,191. Did they start on the sea-shore originally. Is there any sand?—So far as I can understand from a man who is now 80 years of age, he tells me that the first time he remembers it there were very few rabbits, but they came over at one time from the other side during a great frost, and they came across the river, and ever since then, they have remained there, more or less.

25,192. You mean from the Merthyr Mawr?—From the Merthyr Mawr.

25,193. Is that all your evidence-in-chief?—Yes, that is all.

Mr. *Seebohm.*

25,194. You were kind enough to put in as evidence on this point, a survey of the year 1637?—Yes.

25,195. The freehold belongs to the Duchy of Lancaster?—It does.

25,196. Then in 1637, according to this survey which you have put in, I find that one may summarise it to this extent, that the demesne land of the manor had been let on a long lease to 19 tenants, the lease expiring 19 years after the date of this?—Yes.

25,197. And the rental seems to be 1*s.* an acre. Then in addition to that, there were 46 free tenants who held by military service according to this survey, which service was very soon after, as we know, abolished by Act of Parliament. Then there were 134 customary tenants called *nativi*, who occupied small holdings with an average rent of 5*s.* each, which was in commutation of all services which are stated here at great length of all kinds, ploughing and reaping, the ordinary customary services belonging to a very long time ago. They were all commuted at this date, and the small rents were paid instead. Then there were 131 *cottarelli*, or cottiers, holding no doubt very little land with their cottages, and only paying rents of 1*d.* to 4*d.* as a rule. So that there were over 300 tenants of this manor of Ogmore?—Yes.

25,198. Do I understand that the evidence that you gave, includes the whole of the same area that this survey includes?—There is Llangeinor in that as well. You will see St. Bride's Major and St. Bride's Minor. You will see the cottagers of St. Bride's Major, North Downs, and Seaton or Sea Down and Monks' Hill, which is now called Craig-yr-eos and Slôn, and you will see also Southen Down.

25,199. So that your evidence only extends to half of this manor, does it not?—I am sure I do not know.

25,200. We cannot get exactly at the figures?—Of course it would not be fair to say that the 300 tenants were tenants upon that part you have mentioned?—I do not reckon those in Wick, by Nash, they do not belong to it.

Mr. *Seebohm*—continued.

25,201. So that we clearly understand that the evidence you give, only applies to a part?—To a part of it; that is the portion that is in St. Bride's Major.

25,202. Then, I understand, that 45 years ago in this part, which contained about 1,000 acres of common land——?—It is 1,000 acres according to the last survey.

25,203. Not this old survey?—No; it is 2,000 acres, according to that.

25,204. That is in the whole of Ogmore?—That is in the whole of Ogmore.

25,205. The part with regard to which you are giving evidence only contains 1,000 acres?—It only contains 1,000 acres.

25,206. Then 45 years ago there were still remaining 30 of the small tenants, whether they were cottagers or copyholders—customary tenants—who did exercise the right of pasture?—Yes.

25,207. Some of them having 30, I think you said, some 60, some 80, and some 150 sheep each?—Yes, but 150 was the highest so far as I could find out.

25,208. Then it was about 30 years ago, as I understand, that the "brinkers," as you call them, that is to say, I suppose the copyholders holding land on the border, exercised their rights?—Yes, at least they are only tenants of the copyholders. The land was let with the rights of Ogmore's Down.

25,209. Then the copyholders who own the land, are not the same people as the people who are now brinkers?—No.

25,210. They are tenants of the copyholders?—Yes.

25,211. Then they have during the last 30 years practically ousted the little commoners?—They have.

25,212. Do you suppose that there was any other population in that part of the Ogmore village or hamlet, besides these 30 cottagers? Would they not be pretty nearly the whole population?—Nearly all of them kept sheep there.

25,213. So that your view is, that any inhabitant almost who takes a cottage there, has a right of common?—Well, they presumed that they had a right; I do not know whether they had a right or not.

25,214. As the successors of the old copyholders who let them; whose tenants they are?—Yes, they presumed they had a right.

25,215. This has been going on for 30 years?—Yes, it has.

25,216. Do you think that a sufficient number have kept up the rights of pasture to maintain the right? Do these farmers set up any legal right to exclude the others?—No, they do not set up any right, but they have such an effectual weapon in having the land in their own hands. As I say, they can nurse their land, and then they turn their flocks to the utmost capacity on the Down, and they graze the whole of it, so that when the autumn comes there is nothing left for the cottagers. If they kept sheep there, they would starve.

Mr. *Seebohm*—continued.

25,217. Then apparently there is no legal question involved?—No, I do not think there is.

25,218. And what you propose is that the inhabitants of this village, having the right of pasturage over this considerable Down, should be, in some way or other, provided with an elective council, who should look after their rights?—Yes.

25,219. Now can you tell me, what has become of the court leets?—As to the court leets, the only legal one that has been held, was held about 16 years ago, I understand, in Ogmore. The others were informal ones, which were held in St. Bride's, which is not right, according to the survey; they are to be held in Ogmore Castle only—it distinctly states that.

Sir *John Llewelyn.*

25,220. Ogmore Castle is in ruins?—I know; but there is an exchequer house, and that is in ruins too, and inside this exchequer house there is an old square table like a tomb, which has not been kept up, and they all used to pay their rents there. It is the fault of the Duchy; it is where they get their rights from, and their rents.

Mr. *Seebohm.*

25,221. It seems that the Castle of Ogmore was let, according to this survey, with 65 acres of land, at the sum of 2*l.* 0*s.* 2*d.* You do not know whether the right of holding these courts was in the hands of the tenant of the Castle?—No; there was a person there to look after these courts, and to look after the Castle—a sort of caretaker, I believe.

25,222. Appointed by the Duchy of Lancaster?—Yes, he was supposed to be appointed. There were bailiffs as well to look after it. I forget, but I think there were three bailiffs. You will see the whole of it in the survey.

25,223. That is perfectly true, but what I wanted to ascertain was, whether it was through the fault of the Duchy of Lancaster or of their tenant, that the court leets were not held?—It was the fault of the Duchy of Lancaster.

25,224. In case a copyholder now wants to transfer his holding to another person, how does he do it?—He comes here into Bridgend to do it now. The steward lives at Bridgend now.

25,225. So that the manor court is at Bridgend?—Yes, the steward lives here now.

25,226. Is not a court leet held here now?—No, nothing of the kind. It would not be legal, according to the survey, to hold it here.

25,227. It looks as if the Duchy of Lancaster had wofully neglected their duty to the old place?—Yes. In fact, the whole thing is a perfect wreck, and the boldest man takes the biggest bite.

Mr. *Seebohm.*

I do not wonder at your bringing the evidence forward if such is the case.

Mr. *Brynmor Jones.*

I think we ought to thank you very much for your attendance, especially in view of the trouble you must have gone to, to obtain the old survey which you have produced.

Lord *Kenyon.*

25,228. The following questions are handed in by Mr. S. H. Stockwood: "Who has allotted "the common amongst the farmers"?—They have allotted it themselves.

25,229. "Have the cottagers ever complained "of the farmers' monopoly to the Duchy"?—They cannot complain, because there is no leet court for them to complain to. That is the only place where they can vent their feelings and their grievances, and you cannot vent a grievance unless you have a place to vent it.

25,230. "Have any cottagers been prevented grazing"?—Yes, they have; they are persecuted in such a manner, that they are obliged to give it up.

25,231. "Have you not yourself applied, to "enclose a portion of the common for your own "use"?—Not to enclose it. I have applied for a portion of the common for a recreation ground for Southendown, and to provide a shelter for visitors who come there, and I can show you the correspondence, if you like.

25,232. "Have not all residents in the parish "of St. Bride's Major, rights of pasturage on "Ogmore Down and adjoining downs"?—The survey will answer that.

25,233. "Do you know how many customary "tenants are now on the court rolls of the "manor"?—No, I do not. I have not been able to attend a court leet. If I attended a court leet, I should be able to know. I know that a great many of them are in arrears.

25,234. "Has any complaint been made at "the court leet for the last 20 years of excessive pasturage by the farmers"?—I cannot tell.

25,235. You said there were no courts?—Yes, no courts. There were informal ones held; one of them was held three years ago for the purpose of enabling the volunteers to use the down for encamping. That was the last, I believe.

25,236. Do you call them informal, because they are not held in Ogmore Castle?—They are not held in the proper place. It says on the survey, that they are to be held there, and nowhere else.

25,237. "Have any cottagers complained to "the steward of the manor, whom they well "know"?—I do not know whether they have complained.

25,238. You do not know of any cases?—I do not know whether they have complained.

Mr. *Brynmor Jones.*

25,239. Are these courts, which you call informal courts, held within the area of the manor?—They are held within the area of the manor but not at the place appointed. There is an

Mr. *Brynmor Jones*—continued.

exchequer room there. They used to take the books in there, and then adjourn to the public-house—take the books and open them at the ruin, and then adjourn to the public-house, and hold it there.

Sir *John Llewelyn.*

25,240. Is the exchequer room in ruins?—The exchequer room is in ruins.

25,241. Is it open to the air?—Yes, it is.

Mr. *Brynmor Jones.*

25,242. Have you come across any documents or leases connected with this manor, besides this survey?—There is in existence a map, I believe, and there is a copy of it at the Cardiff Museum now, and at the Record Office there is a copy, showing all the cottages that were built at Southendown, Seaton, and St. Bride's, and the population at the time.

25,243. What is the date of that?—That is at the time when the survey was made, but it is rather of a crude nature, and it is rather impossible or difficult, it not being drawn to any scale, to define the area.

25,244. But it shows the position of the cottages one with regard to the other?—Yes, little dots.

25,245. And the different holdings with regard to each other?—Yes, it does.

25,246. Do you know, whether there are instances of leases for three lives?—Not that I am aware.

25,247. Straight from the Duchy to anyone of these tenants?—I do not. There was a lease of Fleming Down, and that was given to the Earl of Pembroke.

25,248. Was that from the Duchy to the Earl of Pembroke?—From the Duchy, I mean, for 31 years. That was the time when Arnold Butler claimed Fleming Down, which was a portion of the Ogmore's Down; that happened in the 5th year of the reign of Charles I., but he did not succeed in getting it; the Earl of Pembroke maintained his suit. He produced a lease at the time.

Mr. *Brynmor Jones*—continued.

25,249. Do you mean, that there was recent litigation, in which this old lease was produced?—Not a recent one, but it was in those days; that is the only lease that I know of—a long lease from the Duchy.

Mr. *Seebohm.*

25,250. Has the copyhold property got into few hands?—Very few hands.

25,251. Can you, at all, state how many?—I do not know; I cannot tell you—but very few hands.

25,252. Do the little copyholders hold much?—A few acres, not very many.

25,253. The rest of the copyhold land is in the hands of large holders?—It is in the hands of large holders.

Professor *Rhŷs.*

25,254. Ogmore Castle and its surroundings are remarkable for their antiquities, are they not?—They are.

25,255. But I understand you to say, that the Duchy has neglected keeping up the castle or even the exchequer room?—Yes, they have.

25,256. If they had kept the castle in proper repair, it would have been very handy, would it not, for the Prince of Wales when he came down to look at South Wales?—I daresay he might take an interest in the place; it is a very ancient place, I know.

The witness withdrew.

Mr. WILLIAM JENKINS called and examined.

Lord *Kenyon.*

25,257. You are Mr. William Jenkins, of the Rhoose farm, near Barry?—Yes, my Lord.

25,258. You have a statement?—Yes.

25,259. Will you read it?—I am a farmer, and of a farming family. I have occupied Rhoose farm 12 years, and the Llanbethery farm, 20 years previously. I have been invited by farmers in the Vale of Glamorgan, to give evidence on their behalf. I only give evidence because of my interest in farming, as I have no grievance against my landlord except such grievances as are common to all farmers. I may add that as far as my late landlord is concerned, in my opinion he was one of the most considerate and one of the most honourable of men.

25,260. May I ask who your landlord was?—My late landlord was Mr. Lewis Davies, of Ferndale. It is admitted by all practical men

Lord *Kenyon*—continued.

that tenant farmers, occupiers of arable holdings, have lost more than one-third of their income, by the depreciation in the value of farming stock and produce. A remedy for a class of people living under such altered conditions is indispensable, in justice to tenant farmers and their families. In the general interest of agriculture and of agricultural labourers, agriculture should be replaced upon a sound commercial basis. Rent, in my opinion, should have a direct relation to the net value of the produce obtainable from the soil, after all just expenses are paid, and interest upon tenant farmers invested capital provided. It is an indisputable fact that great hardships have been caused, and injustice done in many cases to tenant farmers, by land agents unreasonably advancing rents and otherwise causing much injury. If necessary, reliable particulars of such

Lord *Kenyon*—continued.

cases could be given to the Commission. As to remedies suggested from many sources, I am of opinion that a liberal instalment, in the shape of a permanent reduction in rent, should be made. This, however, could never be obtained without a land court. No reasonable person would expect the landlords to make up the whole of the loss suffered by tenants, on account of reduced values of farm produce. I think that ground rents and royalties should be taxed, to relieve agricultural burdens, and the duty replaced upon malt, while foreign meat should be labelled. Then as to the mismanagement of estates by land agents. In the year 1875, after 21 years' tenancy of a farm in a certain parish in the Vale of Glamorgan, a tenant farmer of advanced age made application to the agent to be allowed to transfer his farm to his son, at that time 38 years of age, about to marry, and who had rendered valuable assistance in labour on the farm. But on the agent refusing this unless an increased rent of 5*s.* an acre were paid (the farm was highly rented), the son decided to quit the place and seek another farm, finding one on the borders of another county. The agent, who was brother-in-law to the landlord and rector of the parish, got another tenant to pay the advanced rent; but this person, to the regret of many people, destroyed himself or committed suicide.

Professor *Rhŷs.*

25,261. The new tenant?—The new tenant, and his family afterwards left the farm penniless in seven years. The next tenant had to be allowed the sum of 100*l.* on account of dilapidations, broken fences, &c., and a reduction in rent of about the whole advance of 5*s.* per acre. After three years' tenancy, this farm and another two of the best farms in the district, were thrown on the hands of the landlord, and were unoccupied for years, only to be taken up again at a still further reduction. I believe this land is now about 23*s.* an acre, and the farmer who was turned out of it, paid about 32*s.* at the time. This is conclusive proof of how the landlords' interests are often put in jeopardy by his agent. Another instance. A farm of about 170 acres was advanced in rent 55*l.* per annum. Shortly after a new agent was appointed, whose first act was to still further increase the rent by 15*l.* He tried to get 30*l.* The tenant had only just before spent 500*l.* in making permanent improvements, by erecting farm buildings, grubbing woods, drawing hedges, converting a great number of small fields into large ones for facility and advantage in cultivation, levelling large quarries, and draining and otherwise improving the condition and appearance of the farm. For this kind of work, which I call unexhausted improvements, neither the Agricultural Holdings Act of 1883, nor the custom of the county, provides compensation, which it would be only fair and reasonable to expect. However, it is fair to say 140*l.*, or a yearly allowance of 20*l.*, of the sum mentioned above for seven years was refunded on account of the building. That is 140*l.* refunded in the course of seven years.

Lord *Kenyon*—continued.

Sir *John Llewelyn.*

25,262. That must have been some time ago, or it would have come under the custom of the county, would it not?—It is less than 20 years ago.

25,263. But now, I suppose, if there were a case of that sort, the compensation would be given under the custom of the county?—No, it would not.

25,264. You think not?—No. Referring to land agents, I believe cases, (I am sorry to say so too) can be proved and multiplied, of gross tyranny and injustice exercised by them. They bring about strained relationships between landlord and tenant, and are known in many cases to have made life intolerable. They are, as a rule, keenly alive to their own interests, a number of them, I am sorry to say, men who have received legal training, although unpractical in the details of farm work, they are well up in the knowledge of how to enrich themselves by impoverishing tenants, and injuring landlords in many cases.

Professor *Rhŷs.*

25,265. Those are the agents?—Yes, some particular agents.

At this point Sir JOHN LLEWELYN took the chair.

Mr. *Griffiths.*

25,266. You have now been farming some 32 years?—Yes.

25,267. And you say the farmers' capital has been taken away to the amount of one third?——Yes.

25,268. I suppose you hold some corn land?—Yes; I have got a chiefly arable farm now.

25,269. What did you get for your wheat when you commenced farming?—I got about 7*s.* a bushel when I commenced farming.

25,270. And what for the barley?—Well, I have got 5*s.* and I have got 6*s.*

Mr. *Griffiths*—continued.

25,271. For the oats?—I never sell oats; I give them to the horses.

25,272. What are the present prices?—Well, you are not sure of being able to sell them now. I was at Cardiff market last week; there was only one buyer there, he is just behind you, he is not a very liberal man, he offered me 3*s.* per bushel for it.

25,273. For the wheat?—Yes.

25,274. That is more than one third taken off, a good deal, is it not?—Yes; well I wanted to give you a margin.

Mr. *Griffiths*—continued.

25,275. What would your barley sell for?—I sell barley for 3*s.* 9*d.* I have got a few loads going into Cardiff to-day.

25,276. That is not quite so much. Then you say you have not sold any oats?—No.

25,277. Those that have corn land, of course, must have their rent reduced very much to meet the times?—Well, I should say so. Those are my views, but I did say, I believe, that the deficiency ought to be made up from many sources. I do not want to be too hard on the landlord.

25,278. I quite understand that. You say there are many cases of hardship. Do you not think it arises from the fact that the agents do not really understand the position that the farmers are in?—It is quite possible in some cases, but as gentlemen of business I take it, they are keen in their own interest.

25,279. You say they have had legal training?—A few of them.

25,280. But they have not had the experience that they should have had in farming?—Well, take the cases I have just mentioned now. Would you not consider them very arbitrary?

25,281. Just so, I quite agree with you. Are there many such cases, as the one you have brought forward here, with regard to the son coming in after the father?—I do not think there are a great number, quite so bad.

25,282. Is it customary to raise the rent when a new tenant is appointed, as a rule?—I think in most cases it is. It has been in the past, however.

25,283. They do not aim at popularity with the tenants, then. They look more to the masters, do they?—Well, I should think so. It would be more to their interest to do so.

Mr. *Richard Jones.*

25,284. You say you are in favour of restoring the duty on malt?—Yes.

25,285. Why?—Because beer is not, in my opinion, one of the necessaries of life. As far as I am concerned we could afford to tax beer in any shape or form, either in malt or otherwise. I do not want to approach the question of protection, but supposing I had a thousand bushels of barley to sell, what a difference it would make—people that have had barley to sell have lost about 1*s.* to 1*s.* 6*d.* a bushel at an average, I think, since the duty was taken off malt.

25,286. But I suppose you know, that Mr. Gladstone repealed the duty on malt, in answer to the cry of the farmers in general?—Exactly; but I think the farmers were very much mistaken in asking him to do so.

25,287. I suppose you are setting your own opinion against that of the farmers as a class?—No.

25,288. It amounts to that?—I believe there are a great many farmers who are the same way of thinking.

25,289. Do they not use malt for feeding purposes?—No, they do not. They do not in our country at all events. I have known but very few instances indeed, where malt is used at all, for feeding purposes.

Mr. *Griffiths.*

25,290. You are aware that other ingredients are used now, instead of barley and hops, to make beer?—Well, I quite believe that.

25,291. It is very much stronger?—Yes.

25,292. Do you not think the Government should be a little more strict, with regard to such things?—Yes, I think so.

The witness withdrew.

Mr. JOHN MATTHEWS called and examined.

Sir *John Llewelyn.*

25,293. You are Mr. John Matthews, of Kevan Cribbwr, Bridgend?—Yes.

25,294. Will you state what evidence you wish to lay before the Commission?—I am a tenant of a small bit of land. I do not pretend to represent anybody but myself, but I am one of a class, and a numerous class in my neighbourhood. I speak for myself. I am under Lord Dunraven and under Miss Talbot. I know but very little about them. I have seen the one twice and the other once, but as much as I do know, I have nothing against them. As to the stewards, the land agents, I have nothing to say against either of them. Had I spoken a few years before, my tale might have been different. In common with those holding small pieces, the same as myself, my land is too dear, and it is not as a matter of opinion, but as a matter of fact, it is much higher proportionately to its size than adjoining farms of the same quality of land. I want some authority to refer to. When I cannot succeed with my agent, he tells

Sir *John Llewelyn*—continued.

me, "You had better give it up." That does not suit me. I want some authority to refer to, to put a right rent on it. It would not be necessary, I believe, to run to it on every complaint, but if there was such an authority in existence, I think it would be much easier for me and my class to get on right terms with the agents. In applying for a reduction about 12 months ago, or somewhere about that, I think I convinced the agent that my rent was too high—that is my impression—but he had not the power to reduce it; that is my impression again. He would not, any way, and he wanted me to give notice. Perhaps he would have let it to somebody else, but the result would be that I would lose it. That would not suit me. I had made preparations upon my farm. I had outbuildings and everything built on my farm, and I am in the right way of going on. Now, if I give up that land, there will be those buildings on my hands, without their being any good to me. They have not cost very much, but to me

Sir *John Llewelyn*—continued.

it is a good sum. I have had no advance. My rent is the same as when I took it, but it was too high then, and there is not a fair chance to get a piece at the right value with my class. For a farm of 150 or 200 acres, for every one that is trying for that farm there are 20 trying for a small bit. It was the same with myself. 15 or 20 years ago, when I took the land, I was working in the works, and I worked there to pay the rent of the farm, many times.

25,295. Would you mind telling the Commission how much land you hold, and what you pay for it?—I hold about 28 acres altogether, perhaps.

25,296. And what is your rent?—I pay 21*l.* 12*s.* It is only fair to say I know of several instances, many instances, of small bits the same as mine that are very reasonable, and not only reasonable, but are cheap. I will say, that that is only due to the other side, but it is not so in my own case and that of many others. I know instances among my neighbours. I can name one with a small bit—there is a tale hanging by it. He pays 2*l.* 15*s.* an acre for the land, only a few acres, and he is determined now to throw it up. I do not know that I have anything more to say on that. As to compensation, I do not understand what is the custom of the country, nor what is the Agricultural Holdings Act, but I believe I am right when I say, that suppose I drained, as I have 20 years ago, either by Act of Parliament, or by the custom of the country, if I were to leave the bit of land to-day, I would get nothing. That is my impression, and I think I am right. There are other cases. This poor bit of land that I got was a lot of it under wood. It was a regular Welsh place. It is almost all oak. Oak had been there some time, and the old roots are there now, and it is a very difficult place to clean as a rule. Sometimes, it will take me a day to clean a perch, and if I do two perches of such land in a day, I think I have done a very good day's work. By giving that plenty of manure, putting potatoes or turnips or something in it, in a few years it is clean, and then I turn it down green. I may as well say my land is pasturage. I only keep arable bits that I have cleaned here and there. After all my labour on that land in that way, it will never go back to the same state that it was in before, or not till a very long time at any rate, until the acorns grow again, which will never occur perhaps, but now if I leave it at once I get 10*s.* an acre for it as ploughed land: if it is seven or eight years in the future that I leave, I will not get a stiver for it, although the land is better, and always will be better. I want something to meet me there. What, I do not know. I think, though, if a Land Court is good for the Irish goose, it is good for the Welsh gander. That is my impression any way, whatever it is. I want something that will be accessible to me, without going through a lot of lawyers and making it too expensive, something I can go to and say, "My land is too dear; I "cannot agree with Mr. Knox, and I want you to "decide between us," without expense and trouble.

Sir *John Llewelyn*—continued.

25,297. You want a Land Court without any lawyers?—Just so. The less the better, any way—somebody who knows the farm. If the Land Court was only a good farmer who knew the land, that would be sufficient. Another thing—I do not know whether it is within the range of your Commission or not—about the leasehold business. When I was a child five years old, my father was in Australia. He died there before I was six. I remember carrying stones with my mother, to build a little house with money that my father had sent from Australia. I remember very well throwing the stones into the cart, although only a child with my mother.

25,298. Not on the land you have been speaking of?—No.

25,299. On different land?—On different land. At night, I remember, my mother was too tired to take her clothes off. I had to draw them by the sleeve to get them off. Now if she will live a few years longer than her mother did, which I hope she will, she will see that house going bodily to the landlord, and that makes my blood boil, sir, and I want an alteration of that. (Loud applause.)

Sir *John Llewelyn*.

Order, order. We cannot have any expression of feeling one way or another.

25,300. Will you tell me how long that lease was for?—60 years. When I will be 65 (I am not an old man, and I hope to live as long as that), it will go. I asked the owner of part of it, five eighths of it, and this is what occurred. "Grant "me a lease on the same condition." "Oh, no!" "I will give you 25 years' purchase for it." "No, "I cannot do that." "Give me a price on it." "No." The land is not of the value of 50*l.*, but I would give it willingly, rather than part with the old dwelling. But he will not. A neighbour of mine owned a lease on the same land close by, and he went and applied, when the lease was very nearly up. He was told, "No, but you "pull your house, when your lease expires, down "to the ground, and build a new one, and I "will give you a new lease." That house is a good house. That is equivalent to saying, that there is no renewal of the lease. I do not know what you call it, but I call it legal thievery, my property going to another. All landlords are not like that. I have a house of my own that I bought. I paid full value for it. It is a better house to-day, than when I paid for it 20 years ago. I have been living in it myself, and continually doing something to it, and there is more value in it to-day than when I bought it. I believe that if the owner, that is Earl Dunraven, by what I have seen of his speeches here and there, could sell it, or if he could grant a renewal of the lease, he would give it, but it would cost me more than I would pay in rent. I think the law ought to be altered in this way, not as Mr. Broadhurst says, to those leases that have 20 years to run, or else my neighbourhood altogether could not avail themselves of it, but

Sir *John Llewelyn*—continued.

if it is honest in 20 years, it is honest in 20 days. I want the law to say, "Now, landlord, you must "sell that piece of land that that man's house "stands on, for a fair price, or you must com- "pensate him for whatever value that land has "now, more than when he took the ground "for building." I do not care what you call that, or what authorities you bring about to do it, but I want it. I do not know that I have anything else. I may mention an instance as to that land of 2*l.* 15*s.* an acre. The man pays 2*l.* 15*s.* an acre for his land. He and his father and mother and grandfather, and so on, have lived there for over 100 years. The field, I am talking of, has been made entirely by that family. There was an old house belonging to it, and about 10 years ago, it was sold. This is some of the copyhold business in Cefn, that was talked of here to-day. They used to pay 6*l.* a year for it. All the improvement done on that land, was done by that man's ancestors. He would get a bill perhaps of a couple of shillings for manure for a year or two, but at any rate he took it. Instead of paying 6*l.* a year for the house and the field, he pays 6*l.* 10*s.* a year for the field alone, and instead of the compensation going to the pockets of the family who had improved the land, it has gone to the pocket of him, that sold the land. I do not know that I have anything else.

Mr. *Seebohm.*

25,301. I did not quite understand you about this copyhold. If a man expended money on his own copyhold, it is as good, pretty much, as freehold, is it not?—Yes; but this was a tenant of the copyholder, this very family.

25,302. Then you object to the principle of what is called a building lease?—Yes.

25,303. Or a lease, say for 60 years, at a lower rent than the value of the land, in order to recoup the tenant in the course of the 60 years, for what he may build. If you wanted to keep that for ever, you would have had to pay a higher rent from the beginning, would you not?—Yes, but——

25,304. You would rather do that?—I want the land at a fair value. When the lease is up it is a matter of bargain I know, but it is Hobson's choice. If you cannot agree with one landlord and you go to another landlord, you only get the same terms or worse. You are bound to go to some landlord, and they are all alike in this respect. There is the land, where my own house stands. I suppose, when that house was built, the land was let for half-a-crown an acre, and it was not worth more. Now when my lease will be up, that bit of land will be that much more in value—the value of my house together with what I have done there, but I shall not get a halfpenny of it. I know it is legal, but I want to alter the law, to compel those that will not, and enable those that are willing to sell.

25,305. But do you think anyone would have let that land at 2*s.* 6*d.* an acre, on a 60 years' lease, without any house at all?—No.

Mr. *Seebohm*—continued.

25,306. You would have to pay more than half-a-crown if you had bought it permanently?—Yes. Well, I do pay 1*s.* 6*d.* a perch.

25,307. Are not you paying the same rent during the whole of the 60 years?—No. The land as it was before the house was built, was not fetching more than half-a-crown, may be, I cannot say exactly—say 5*s.* That is as high as it could possibly be. Now, when it is taken on a lease, even on a 60 years' lease, it is 1*s.* 6*d.* a perch, very nearly as much for a perch, as you used to pay for an acre.

25,308. The ordinary case is to have a lease at the value of the land itself, and then for the 60 years' occupation to be considered as sufficient to recoup for the building, and that you object to?—Yes. I hold that the landlord has been recouped over and over and over. Instead of getting half a crown an acre for it, he has had 1*s.* 6*d.* a perch for it all through.

25,309. Do you know that the Scotchman is very much cleverer, than we are on this side of the Tweed?—Some of them.

25,310. When he takes a building lease for 60 years, he insists that he has the reversion, and not the landlord?—Very well, but we are not in that state here; we cannot do it. It is like this. Suppose I want to build a house now, I can get a lease. There is plenty of building land to be let. What is it a perch? It is more now when the leases are 99 years. The price is much higher, up to 5*s.* I think in some cases in our neighbourhood. Well, the landlord would give me the conditions:—"You can have a lease of "99 years for 2*s.*, 3*s.*, or 4*s.* a perch." "Oh, "you are asking too much for that bit of land; "you do not get half a crown an acre for it now." "Well, there it is, you can take it or not, just as you like." I go to the next landlord, and he tells me just the same, so it is not a free bargain. All the advantage is on one side, it is a monopoly. It is not the same as a job; if I did not like to go to work in one place, I could go somewhere else and ask for a job, but I cannot do that here.

Mr. *Richard Jones.*

25,311. You say you have seen your landlord once, I think, and your landlady twice?—No, my landlord twice. I saw Lord Dunraven speaking in this hall, and I saw my landlady laying the foundation stone of a church.

25,312. You never saw them at your farm?—Oh, no.

25,313. Do you think it would be more satisfactory to you, if your landlord and landlady were more approachable, if you came into contact with them more?—Well, I do not know, I would like it, any way. Lord Dunraven is very considerate, I must say. Whatever we do any other day, he gives us a dinner twice a year, whatever we may have to look at for the other days. In seconding the vote of thanks at the dinner to him in the "Wyndham Arms" here, I suggested this. I could see that he could address a lot of workmen here and there and all over the country,

Mr. *Richard Jones*—continued.

and I did not think it was too much for him to go there, and thank us for the rent when it was in his hands, once in a year.

25,314. But do not the landlords generally give two dinners to their tenants in the year?—No. There is another point I forgot. As a small tenant there have been abatements on the Dunraven estates and on the Margam estate. I never participated in them, I am too small. On the Margam estate the abatement is given to those who pay 15*l.* and over. The first time they made an abatement only to those who paid 20*l.* Those who pay the lowest rent get the abatement, and we who pay the most rent proportionately get nothing.

25,315. And, of course, you consider that it is unjust?—Of course I do.

25,316. And yet, as you say, you have to submit to it, because probably you feel too weak to make a better bargain?—Well, there are half-a-dozen trying for the same land, yet the land is of no more value, and would not be if there were 20 applying for it. But what chance have I to fight when there are half-a-dozen more who would give the same money, and would give it now, if I was to leave it. But the land is no more value for that. It is for this reason. I was as foolish 20 years ago. I thought, to have a lot of land was a fine thing, but I am certain of this, if I had stuck to my trade, and worked at it from that day to this, I would have a lot more money in my pocket.

25,317. But you have a liking for the land?—I have a liking for the land. I have a delight in it, and I have laid out a lot of my money on it, which would be useless for me if I had to go.

25,318. You think, generally, people have a liking for the land?—Just so.

25,319. And you think the landlords profit by it to a certain extent?—Yes, and I think another thing, I think they make a great mistake for their own sake. The tendency is to make the farms bigger—to put two, or three or four together, whereas if they made them smaller, they would have much more rent, I believe.

25,320. But when they are adding farm to farm they save buildings?—I have not got an inch of building. I have no building at all.

25,321. How do you shelter your stock?—I have built myself.

25,322. Is this on the Margam Estate?—No, on my own lease, on Lord Dunraven's land, and on some outside on the land where there is no lease; but I have no fear of being turned out, or anything of that sort. It has been asked here once or twice, why do not tenants come and give evidence, and about Mr. Knox telling them not to give evidence. I do not know what he said in the ploughing match speech, I am sure, but I must tell you this much. My experience of land agents does not terrorise me in any way about coming and giving evidence, and I will tell you why. I have fought them before now, and licked them too, and I never have known any case where they revenge. I will give you an instance if you like.

Mr. *Richard Jones*—continued.

25,323. Yes, go on?—When the county council business came, Captain Bowles, whom we all thought to be the top agent on Lord Dunraven's estate—he was an agent of some kind, because he signed receipts—was a candidate for my district. Amongst others I was not nominated, but named a candidate in a public meeting. There was another fellow that had more votes at the public meeting than I had, but Captain Bowles had more than either of us; he had not got more than all the Liberals together; he was a Conservative and I was a Liberal, that is about it. I withdrew in favour of another candidate, and did all I could—perhaps it would be rather egotism in me to say it, but I think I did more to defeat Captain Bowles than any other man did. I did all I could, any way. Captain Bowles knew me before that, through my paying rent, but ever since that, if I met him in the street, whoever is with him, he will come across the street and speak to me, and I think if there was anything in his hands, I would have it as soon as anyone. Another case has been mentioned here. There was a school board in our district, and the late lamented Mr. Talbot was a member. He went in somehow by a side wind the first time. It grieved me. I thought it a very important thing then. When the first three years were up, I with a few others got three men nominated on my side. As to one, we were rather doubtful whether he would stand, and they agreed to nominate me. My sole qualification was, that that man would not stand. We had not much claim on him, and we did not know much of him. He was a comparative stranger. Very well, if one of us went in, it meant Mr. Talbot or somebody else going out. When the nominations came out Mr. Talbot's agent, then Mr. Felton, sent a messenger first to ask me to withdraw. I was the last man, he asked to withdraw. He had succeeded with the other three, and when I heard that, after taking all the trouble, I went mad, and I would not withdraw. It was on a Saturday night, and he tried everything. He told me—I think he went further than he had a right to—he said, "Mr. Talbot sends me to ask you, "if you will kindly withdraw in his favour." I said, "Will you tell Mr. Talbot, that I ask him "as a favour, if he will kindly withdraw in my "favour." On the Monday morning there was another messenger from Mr. Felton, but I said "I will not withdraw." I was not a tenant then, I was not on the Margam estate. Well, I have been fighting with him on different questions from that day to this, and not only did he not revenge—he had no chance of revenge then—but soon after I applied to him for the land I have now, and it was through him that I had it. I am not a friend of the land agents, but I have more confidence in them than that. I am not afraid of them, in that respect at all.

Mr. *Griffiths.*

25,324. You have put your case so well that I do not think any one of us can improve it

Mr. *Griffiths*—continued.

much. There is one question I would like to ask you. Do you think that if men of your class, could get some money advanced by Government, to purchase their holdings at 20 years' purchase, they would be able to pay back that money in a few years?—I know for my own self.

25,325. At a low per-centage I mean?—I know for myself, I would jump at the offer.

25,326. And do you believe many others feel the same?—Yes, I do. And another thing: they have a stronger reason than I have, if I may give you a family secret. As I say, I would jump at it at 20 years' purchase—oh, dear, yes! with a middling interest, and I would not sleep very happy till I had paid it. Others would have a great deal stronger reason than I have. I have neither chick nor child, and, so far, I am not likely to get them.

Sir *John Llewelyn.*

25,327. A question is sent up by Mr. Randall, "When did you become a tenant of Lord Dunraven"?—About 1876 or 1877; I cannot say exactly.

25,328. "Was not the land let to Mr. Thomas "Collier, and did not you ask as a favour to be "taken as joint tenant with him"?—Yes, that is right.

25,329. "Has the rent ever been increased "from that time"?—No.

25,330. "On the contrary, was it not lowered "on your becoming joint tenant with Mr. "Collier"?—Yes.

25,331. "Was not the land valued when you "took it, and you agreed to the rent"?—Well, I suppose it was. I think that was my statement at the commencement—that I had had no advance. I thought it only fair to say that.

The witness withdrew.

[Mr. THOMAS DAVID called and examined.

Sir *John Llewelyn.*

25,332. Are you a tenant farmer on the Margam estate?—Yes.

25,333. What are your grievances?—Trespass of game, and absence of fixity of tenure.

25,334. Have you made any complaint of the trespass of game?—Yes.

25,335. Have you had any compensation?—No. May I ask to read my statement.

25,336. I am asking you questions from it. Then it goes on from that, "I have complained "of the trespass of game, but have not been "compensated." That is the ground on which I asked you that question. "My grievances "concerning the last matter may be accounted "for in a particular way, as follows." Will you check me if you do not agree with this. "I took the above-named farm 13 years ago." Is that right?—Yes.

25,337. "In the meantime I had invested "upwards of 1,000*l.* in drainage, and other "necessary improvements"?—Yes.

25,338. "Fearing that by giving evidence, I "should subject myself to the displeasure of the "esteemed lady I have the honour to hold "under,"——?—I would rather read my statement.

See 25,994. 25,339. Very well?—I am Thomas David, of Hafodheulog Farm, on the Margam estate. Unfortunately the above farm is situated as follows:—A large cover valley with a stream leads through the midst of the farm from north to south. My first grievance is extreme trespass of game, adding to the natural hatches hauled in waggon loads to the cover, so when I plant my grain they deal pitiful.

Professor *Rhŷs.*

25,340. Do you mean the game eats up your corn? What does the "deal pitiful" mean? "So when I plant my grain they deal pitiful."

Professor *Rhŷs*—continued.

25,341. Who "deal pitiful," the birds?—The birds.

25,342. Or the rabbits?—The pheasants.

25,343. You mean that they eat up your crops?—They eat the plant that I put in the ground, that I expect to reap from.

25,344. I only want to understand you?—Second, after it sprouts till it becomes ripe (what I mean by sprouting is for the leader to come out of the stem), I cannot estimate my loss. Third, it is my custom to keep my lattermath grass for the fat stock, at the fall of the year. They tread it and mess it badly.

25,345. That is the pheasants again?—Yes. Fourth, they are uncommonly fond of potatoes; they hide under the stalks and abuse them fearful. Fifth, as I formerly mentioned the cover, the hares lay by day and feed on my roots by night; then the pheasant by day picking holes in these marks, probably rain and frost, the roots affected, rot. My second grievance is the absence of fixity of tenure, which may be accounted for as follows: I took the farm 13 years ago. In the meantime I have invested upwards of 1,000*l.* in draining, and other necessary improvements. By doing so I have caused displeasure in my family by having no security for my outlay and my labour involved. I desire fixity of tenure or any other security, that I may hope for compensation for the money invested and labour involved, now or at any future date. That is all I have got to say.

Mr. *Brynmor Jones.*

25,346. Did you give notice to the agent before you did the drainage?—No.

23,347. Do you not know that by the Agricultural Holdings Act, you can give notice that you intend to drain, and that then you would be entitled to compensation?—During our late Mr. Talbot's life, his statement to his tenant, was as a security itself.

Mr. *Brynmor Jones*—continued.

25,348. What amount of security of tenure are you asking for now ?—For an agreement between me and my agent, on behalf of my landlady that, if anything occurs by which I may displease them, I should be compensated for my outlay according to the custom which would be valued.

25,349. But that seems very much your position now. Take the drainage you have done; it appears that you have omitted to give your notice, but if you are going to do any more drainage, for instance, you have only to give notice of what you are going to do, and then you are entitled to compensation under the Act: and with regard to your other compensation, the custom of Glamorganshire applies, so that if the only fixity of tenure you want is security with regard to those classes of improvements, you have got it now ?—Do you mean if I was to leave this above farm that I should be compensated according to my outlay ?

25,350. No, I do not think you would, on the statement you make, because you admit that you did not give notice to the landlord that you intended to drain. If I remember rightly the custom allows you something for drainage ?—This is a copy of my agreement (*handing*).

25,351. This is dated 1880, before the Act ?—That is it.

25,352. But then the Act of 1883 cannot be contracted out of, except by a subsequent agreement for compensation ?—Does it mention anything in that agreement about the Holdings Act.

25,353. No, but the custom of Glamorgan as to compensation to the outgoing tenant, applies to that agreement. All that the agreement does is, to exclude the operation of the Act of 1875, which is a perfectly lawful thing. That would not exclude the operation of the custom, which is an incident of the tenancy. However, I think I see your point.

Professor *Rhŷs*.

He can claim under the custom of Glamorganshire.

Mr. *Brynmor Jones*.

Even now he can claim.

Mr. *Griffiths*.

25,354. What is the acreage of your farm ?—My takage altogether is 199 acres, barring 20 acres in forest, hedgerows, and quarries.

25,355. What is your rent ?—156*l*. What I have got of open land is 179 acres.

25,356. Then you have applied for damages done by the game ?—No.

25,357. You have never asked for compensation ?—No. I estimated the loss on one occasion.

25,358. But have you never complained to the agent ?—Oh, yes, I have complained of trespass verbally.

25,359. But you never sent him a bill ?—No.

Professor *Rhŷs*.

25,360. Do you generally get things without asking for them, in this part of the country ?—No.

25,361. Then why do you not ask the agent; why do you not send him a bill ?—My feeling did not incline. I thought that my agent or my landlady would take it rather cross.

25,362. You do not like sending in a bill ?—No. I would rather make an improvement in the management of the game. That is my suggestion. I believe there are plenty of covers on the Margam Estate to send the pheasants, not to send them into the cover attached to my crops.

25,363. But then there would be some other farmer, who would be finding them troublesome?—No; there is no cultivation near where I suggest.

25,364. But you do not like sending in a bill ?—No; I should be very thankful to receive a cheque, though.

25,365. But you would not like to ask for one ?—No.

The witness withdrew.

Adjourned till to-morrow morning at eleven o'clock.

THIRTIETH DAY.

The Town Hall, Bridgend, Glamorganshire, Thursday, 2nd November 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.
Mr. CECIL E. OWEN, Assistant Secretary.

Mr. ARTHUR J. WILLIAMS, M.P., called and examined.

Chairman.

See 25,171–256, 27,251–436.

25,366. Are you Member of Parliament for South Glamorgan?—I am.

25,367. You wish to give evidence before the Commission?—I wish to give some evidence with regard to the lordship of Ogmore, about which Mr. Verity gave some interesting evidence yesterday afternoon. The Commissioners are, no doubt, aware, that the lordship of Ogmore forms part of the private Crown property of the Duchy of Lancaster. Glamorganshire occupies a peculiar position with reference to the Crown property. All the other Welsh counties have a large quantity of property, which forms part of the public land revenues of the Crown. There is very little public Crown land in Glamorganshire. I think only about 1,000 acres, but there is a large amount of property, which belongs to the Duchy of Lancaster in Glamorganshire, of which the lordship of Ogmore, forms a very material part. It will, perhaps, explain the position I have taken up, if I mention that in the session of 1890–91, I was a member of a Select Committee in the House of Commons, which was appointed to examine into the land revenues of the Crown, the Woods and Forests Administration, and during our sittings the evidence brought before the Committee showed that this public Crown property, that is, Crown property the revenues of which form part of the national revenues, as distinguished from the Crown property of the Duchy of Lancaster, was extremely large. We found that manorial rights were vested in the Crown over 84,110 acres of waste land in Wales; that the Crown owns the minerals under this waste land; and we found that the Crown owns the minerals under 90,863 acres of enclosed land in Wales, land the surface of which, from the nature of things, must at some time have belonged to the Crown. The 90,863 is in addition to the 84,110, I observe in the note, which I took of the evidence, I put in parenthesis, "Where are the "proceeds of the sale?" because there must have been a sale, or, at all events, there must have been some method by which it was parted with. Where are the proceeds of the sale of the surface of these 90,000 acres? I understand, my Lord, this question has arisen in a previous part of the inquiry of the Commissioners; I do not propose to occupy time by dealing with it, but the minerals under these 90,000 acres were reserved to, and still belong to the Crown.

Chairman—continued.

Mr. Grove.

25,368. Do you know whether any part is being worked?—I do not want to occupy unnecessarily the time of the Commission, and I do not think I had better go into that.

Chairman.

I may mention, that with all this enormous property of a certain kind in land, the Crown at present only owns 500 acres of freehold surface. We also found that it owns minerals under 189,828 acres of enclosed land which was formerly manorial, that is waste of manors, and in which it had never probably any surface ownership. I am speaking now of the counties of Wales. I will summarise the evidence, by stating that it owns the minerals under 364,000 acres of land in Wales. It exercises rights as lord of the manor over 84,110; that is the first figure I gave, you may remember. When the Select Committee of the House of Commons drew up their report, and it was presented for final consideration, I brought up and moved the following amendment, to which I wish particularly to draw the attention of this Commission:—"Now "that the affairs of each county in Wales and "Monmouthshire are managed by a representa- "tive local authority with a thoroughly or- "ganised and well-paid staff, the committee "think it would not only conduce greatly to "economy and efficiency in administration, but "that it is in every way desirable that the "Crown lands in each county of Wales and "Monmouthshire, should be locally managed by "its county council and the proceeds applied "for public purposes in the county." That amendment was not carried. Now I come to Glamorganshire and the Duchy. I have mentioned what took place in the Committee of the House of Commons upon the Woods and Forests Administration, in order that it might explain the position which I take up, with reference to the Duchy property in Glamorgan. Of course

Chairman—continued.

they stand upon a different footing in one respect. In 1837 an arrangement was made, upon the then demise of the Crown, upon which a fixed civil list was allotted for keeping up the state and dignity of Her Majesty's Crown of a very large amount, 382,000*l.* a year I think it was, and the public Crown revenues of the Crown were, as part of the arrangement, placed under public control and formed part of the Imperial revenue. But the Duchy of Lancaster, it is fair to observe, was not included in that, and it remains *quasi* private property of the reigning sovereign. Of course I do not suppose any one will dispute that it is national property, but until the demise of the Crown occurs, it is clear we can only expect the comptroller of the private property of the Crown to do anything with its assent. I have ventured, therefore, respectfully to submit to the Chancellor of the Duchy of Lancaster, a proposal with reference to this beautiful country and important manorial waste, which we have in our immediate neighbourhood. I submitted to the Duchy of Lancaster a scheme for the management of that part of the lordship of Ogmore, which was described by Mr. Verity, in his evidence yesterday. I proposed that the necessary powers for doing this, should be conferred upon a committee of the county council of Glamorgan by a provisional order—of course, we must proceed only by the methods which the law allows—under the Enclosure Act, promoted, of course, if my scheme should be approved, by the Duchy. In this way, I said in my statement, I believed that this part of the lordship might be developed with due regard to all existing interests, so as to preserve its many natural attractions, and bring it within the convenient enjoyment of all classes. I do not think I need occupy the time of the Commission, by describing its natural attractions, because I understand the Commissioners or some of them are about to make a visit to the common. You will see it is a wide expanse of fine open common land on Ogmore Down, and the waste begins at Ogmore Village, and extends along the estuary of the Ogmore and the seashore, until it reaches Dunraven Bay. These common and waste lands, I point out in my statement, are mainly sandy or barren soil. Under these circumstances, there would be very little advantage in attempting, if it were thought desirable, to enclose them. I ventured to state in my statement to the Duchy, that it would be most desirable, if possible, not to interfere with the natural beauty of the scenery, and the attractions of this beautiful tract of open land, and I believe any proposal for enclosing any large portion of the common, would be strongly objected to, by the public feeling of the district. But although most of it is either poor or sandy soil, there are some parts of it adjoining the enclosed land near Ewenny, St. Brides Major, and Heol-y-Mynydd which might be converted into good agricultural land. These parts of the common are near villages, the labourers living in or near which (and I think this statement is confirmed by Mr. Verity's evidence) would gladly, if they could, obtain

Chairman—continued.

allotments of from 1 to 3 or 4 acres. I think it is due to Mr. Verity to say, that it is entirely through his efforts, that these attempts have assumed a definite form. Application has been made to Lord Dunraven, who owns most of the land in that immediate district, for these allotments. I understand, however, that there are difficulties, not raised by Lord Dunraven, who is most anxious, I believe, that the allotments should be obtained, but difficulties which landlords can appreciate, with reference to taking part of adjoining farms. These difficulties seem to stand in the way. But I pointed out to the Duchy, that if the provisional order gave the committee of the county council power to take a moderate acreage of the common at these parts and apply it for this purpose, I am confident, from what I have myself heard and seen, that the allotments would be accepted as a great blessing, by a large number of working men. The appropriation, if judiciously made, would scarcely be perceptible, and would not affect the scenery or the advantages of the open common.

Then there was another matter to which I drew the attention of the Duchy. Rabbits are now allowed to breed all over the down and waste, and the right of shooting or otherwise destroying rabbits, is limited to the lessee of the sporting rights of the Duchy. The result has been, that the rabbits have become a serious source of loss to the tenants of farms adjoining or near the common. I was taken on Sunday afternoon about two years ago, by one of these farmers, through two or three fields, in which the crops had been almost completely eaten by rabbits, and he complained bitterly that he was unable to kill them except on his own ground. I have long felt, and I am glad to find that the opinion is largely extending, that rabbits should be treated as vermin outside of properly enclosed warrens. I state, in this proposal to the Duchy, that the department would be conferring a great boon, and be setting a very important example, if the provisional order empowered the committee of management to let a part of the common for a rabbit warren, or rabbit warrens properly enclosed by wire fencing, and if it allowed the rabbits to be destroyed in other parts of the common. Rabbits are such important articles of food, that I believe the letting of a part of the common in this way for rabbit warrens, because a great part of it is extremely appropriate for rabbit warrens, would afford a considerable return. But another great blessing I point out which would follow from such a change, would be that we should put an end to the irritation and the illfeeling and deplorable proceedings at the petty sessions, which are caused by trespass in order to destroy the rabbits on the common.

See 27,386.

Now I come to a much smaller but, from the public point of view, far more important and interesting part of the lordship which borders the sea. Although it is only a narrow strip of waste, as the Commission will see, it runs more than two miles along, and affords access to a beautiful bit of sea coast which is singularly

See 27,380.

Chairman—continued.

striking in itself and its surroundings. Well, I have known this district since my boyhood, at a time when very few people used to go there, but in recent years it has become more widely known, and, although the limited number of houses allows very few people to come and stay there, daily through the summer and autumn crowds of people come down to this district in order to obtain the only access to the seashore, which the great mining valleys behind afford. The want of any convenience or accommodation of any kind is matter of general complaint. "I under- "stand that application has been made" (I told the Duchy) "to your department for leave to pro- "vide these conveniences and this accommoda- "tion." The difficulty in the way of entertaining these applications has been, that there is no local authority to whom the duty can be delegated; and I ventured to point out that if the Duchy could see its way, by a provisional order, to give these powers to a representative authority in the district, that that authority would be able to superintend and carry out and provide all the necessary conveniences, in order that this beautiful district should be made available for public. The committee might be given powers to enclose such part as might be useful for building purposes; it would be a very limited portion. There would be considerable objection to extensive building, I think, on the part of the district, and certainly to the building of large hotels or public-houses unless some restriction were placed upon the sale of drink, which would enable them to compete successfully with other licensed houses. Then the committee, of course, would have the power of making regulations. Of course the difficulty which presented itself to my mind, with reference to a scheme of this kind, was, that the county council would have no funds available for carrying out any improvements or alterations; but if the income derived from the letting of allotments, from the warrens, and from the ground rents were appropriated to the committee I think it would be quite sufficient to enable them to carry out the scheme.

I do not think I need occupy the time of the Commission, by going into detail as to the accommodation, which should be provided, but perhaps I may indicate what were the general views held, I think, by those who were anxious that this accommodation should be provided. First of all, the managing committee would have to make two enclosures at the parts which adjoin the seashore, at the top of the Cwmdu and another at the mouth of the Ogmore. This would give accommodation for the daily pic-nicers to come down, and shelters might be provided, and we might have for the daily visits of the large number of people, who now come down every summer and autumn, something like decent accommodation which they now want. They have no means of tying up their horses now. I speak from my own experience; I drive down very frequently. There might be shelters provided for the people who come down. Well, in return for this accommodation, it would not

Chairman—continued.

be at all unreasonable, that the committee should have the power of making regulations, which are sadly wanted, for preventing this beautiful piece of sea coast being spoilt naturally, as it must be and as it is, by the crowds of people who come down there and find no accommodation for their convenience, and who consequently use the whole of the common in every direction, in a way which sadly interferes with the enjoyment of the public.

My Lord, I thought it my duty to bring the fact before the Commissioners' notice, that I had submitted—it may be a crude scheme, and open to criticism, and I would only suggest it tentatively—but I do believe it would be for the greatest benefit of the district, if this beautiful waste and common were, in some way, made available for the benefit, convenience, comfort, and enjoyment of all.

25,369. What is the whole size of the common?—I believe it is about 1,200 acres.

Sir *John Llewelyn.*

25,370. Mr. Verity said 2,000 in all, you are only speaking of Ogmore?—That is all, only Ogmore.

Chairman.

25,371. There is this question handed in by Mr. T. J. Hughes:—"Did you, as suggested by "Mr. Knox yesterday, endorse the unfavourable "reference to the Labour Commission and the "Land Commission, expressed by him at the "Fat Stock Show dinner at Bridgend, in "December last, and reported in the public "press." That refers to the statement about a "capital speech" made yesterday by Mr. Knox? —Yes, it does. I think it is a little bit inconvenient, my Lord, to answer such a question. The position I occupied was, that of president of a Fat Stock Show, and my friend, Mr. Knox, came there and made a little speech. At the moment I do not exactly remember the words which he uttered. I have no doubt after it was over, I gave him an encouraging remark with reference to its being a good speech, but it does not by any means follow that because a speech is good, you entirely agree with all the expressions contained in it. If I may be allowed to say so, I think without suggesting that Mr. Knox had anything in his mind, but what he explains he had, and what I entirely agree with; it is most desirable in these inquiries not to import either political feeling or party feeling. I think anything which, for a moment, could suggest that it was not desirable to support the Commission in this inquiry, would be unfortunate. I give Mr. Knox, I am sure, credit for that explanation, that he really deprecated partisanship being imported into an inquiry of this importance. I entirely agree with him; it is impossible to separate political feeling from inquiries of this kind, but as much as possible, I think we should not intro-

See 24,744

Chairman—continued.

duce political partisanship. I say that, all the more confidently, because I hold very advanced views, which I hope I shall have an opportunity of explaining upon the question of the land, but which I will reserve, with your permission, for London, as I do not wish to interfere with the witnesses who are coming to give evidence to-day.

The witness withdrew.

Mr. Alderman Gwilym Jones called and examined.

Chairman.

25,372. What are you, Mr. Jones?—I am a tenant farmer.

25,373. What is the acreage of your farm?—About 500 acres.

25,374. You are, I believe, an alderman of the county council of Glamorganshire, and have been so since its formation, and you have been a member of the Mountain Ash Local Board for the last 13 years, the chairman of that board for two years in succession, and you are a Land Tax Commissioner?—Yes, that is so.

25,375. For what part of Glamorganshire do you wish to give evidence particularly?—The parish of Llanwonno and the parish of Llanvabon, and part of the parish of Eglwysilian. My evidence applies chiefly to those parishes.

25,376. Can you tell us anything about the commons in the parish of Llanvabon?—The area of Craig Evan Leyshon is 525 acres, and we complain of a notice from Lord Bute's agent. I complain on behalf of the Glamorganshire County Council, that we have approached the agents of Lord Bute, and we have done all we can, in order to get the necessary land for doing away with the tollgate and its approaches, which I say, are perfect death traps. As you know, we have no power to promote an Act of Parliament. We must, therefore, get the land by some other means, and we have been unable by any means, to get the necessary land from Lord Bute's agents.

25,377. What do you want the land for?—For making better approaches and bridges at Aberdare Junction. This land was originally part of the common of Craig Evan Leyshon. It is now the property of the Glamorganshire Canal Company, but I believe that part of the Craig Evan Leyshon Common would be required for the purposes, for which we propose acquiring it. The other point is this, that there is upon Craig Evan Leyshon Common, an inn called the New Inn, which was built in 1843 or 1845, and they paid a fine, or something of that sort, of 10*s.* per annum. In 1890 the Marquis of Bute served a notice, to deliver these premises without any compensation whatever.

25,378. You say, in your statement in reference to ownership, that in the parish of Llanvabon a part of the common was taken by the local board, and used as a sewage farm?—Yes.

25,379. Now, we go on from that subject to squatters' cottages, and dwellings erected on the waste and unenclosed land?—Yes, my Lord.

25,380. Do you know of any houses erected on common land now where there is a dispute going on with regard to the title?—I do.

Chairman—continued.

25,381. Can you tell us anything about that?—That applies to this New Inn, which I have already told you about, and it applies to another inn upon the common; there is a dispute pending with regard to the title. I have tried to get this information; it was promised to me, but for some reason or other, the people did not supply me with it.

25,382. Let us go on to the next matter, if you have not got that information. With regard to the rights of pasture over sheep runs, what have you to state?—I consider it does increase the value of farms.

25,383. Did anything happen to a relative of yours, who owned a farm of 372 acres?—Yes.

25,384. Will you tell us what that was?—The agent of the Marquis of Bute made a claim to a part thereof; my relative was afraid to enter into litigation with such a powerful nobleman as the Marquis of Bute, and he cleared his sheep off the walk. Immediately that was done, the agents of the Marquis of Bute took possession, and they have got it to this day. I do not know that I can say much more.

25,385. Are there any landmarks on the run which bear the initials of your relative referred to?—Yes, my Lord.

25,386. Will you give us his name, if you have not any objection?—Thomas Evan.

Professor *Rhŷs.*

25,387. What was the acreage?—219 acres 35 perches of sheepwalk, and 372 acres of farm land, I think it is stated to be.

Chairman.

25,388. With regard to this common, what is the acreage of the common?—525 acres.

25,389. And how does the lord of the manor exercise his manorial rights over this common?—I think I should say, he has exercised them in a manner which cannot be generally approved of.

25,390. Who is the lord of the manor?—The Marquis of Bute, my Lord.

25,391. Can you tell us anything about the manorial rights exercised over another common?—Yes, my Lord, Eglwysilan Common. See 26,800.

25,392. What do you know about that?—From what I understand, I consider that the same thing applies to that, as I have described in reference to the other common; that is, that there is an abuse of the rights of the lord of the manor.

25,393. That is very general; can you tell us anything particular?—Yes, my Lord; for

Chairman—continued.

instance, one of the tenants had some sheep on the common; he would have the sheep coming down from the common to his farm, and he was charged something like 2*s.* 6*d.* a year for it.

25,394. What is the name of that tenant? Can you give us his name?—I have not the authority to give it, but I would not mind handing it in.

25,395. We do not take any names that are handed in; you can either mention it or not?—I can only say it is Thomas Evans, of Ffynnonringallt Farm, near Treforest. I have been authorised by the Pontypridd Local Board, to appear here on their behalf, more particularly with regard to that portion of the common of Eglwysilan, which was alloted originally to the overseers and churchwardens of Eglwysilan, but having gone through certain formulas, they handed it over to the Pontypridd Local Board. Now what they particularly complain of, is the encroachment made on such common by the lord of the manor, by quarrying operations.

Professor *Rhŷs.*

25,396. May I ask, if this is the common that we heard of, when we were at Pontypridd?—No doubt it is.

25,397. That was on May 24th?—What they particularly wish me to point out to the Commission, my Lord, is this, that it would not be to any purpose for the local board of Pontypridd to lay out money in making that into a recreation ground, because if the quarrying operations and other operations which are now taking place are continued, the money they may lay out will be for an utterly useless purpose. But what I wish to draw the attention of the Commission more particularly to is this, that they are now, that is, the lord of the manor or his agents are, within 30 yards of the rocking stone that has been there for many centuries, and if such quarrying operations are continued, it will be destroyed in a few years. On behalf of the Pontypridd Local Board, I wish to solemnly protest against the encroachments upon that portion of the common.

Chairman.

25,398. You say you do not consider that there is any difference made in the management of land, with regard to language or religion?—I know of nothing at all.

25,399. Then about occupation; what is the usual term of tenancy. I suppose it is a yearly one, as it is everywhere?—Yes, my Lord, I may say at this point, if you please, that my ancestors have held land from the Tyntes of Cefn Mably for 103 years. (*Witness handed in an old agreement.*)

25,400. You refer to your own family?—Yes.

25,401. That is very interesting. Do you think landlords give proper notices to tenants?—Yes, my Lord, I do.

25,402. And compensate them for damage done?—I have no knowledge that they have not done so.

Chairman—continued.

25,403. Do they compensate for timber hauling?—No, my Lord, the purchaser generally does that.

25,404. Could you produce a copy of your agreement?—Yes.

25,405. Do you complain of any of the clauses in that agreement?—I have marked them, my Lord. (*Witness handed in agreement dated 29th December* 1877.)

25,406. You complain of the haulage, and not selling off hay, straw, dung, swedes, and turnips, and so forth?—Yes, my Lord, I complain of that clause.

25,407. In fact, you complain of the whole of that section?—Yes.

Sir *John Llewelyn.*

25,408. They are what are called the restrictive clauses?—Yes.

Chairman.

25,409. Then you complain about the payment for cropping and manuring done previous to leaving?—Yes, my Lord.

25,410. You do not think that is fair, and you do not think it is fair, that he should leave one-fourth of the last year's produce of hay and fodder on the farm, on leaving?—I may say that I took this farm, and I never knew of the clause in that agreement, and I paid in full to the outgoing tenant.

25,411. Then you object to the reservation of timber and trees?—No, I do not object to that exactly, but I think that there is no compensation to be paid to the tenants, and that is what I complain of.

25,412. For damage done in taking them away?—Yes, for damage done in taking them away.

25,413. Then do you object to the right that the landlord reserves to himself or his lessees, to erect any houses, tenements, furnaces, buildings, and to sink pits, construct ponds, and watercourses, and so on?—No, my Lord, provided he compensates the tenant.

25,414. You have no objection to that if it is compensated for?—No.

25,415. What was the date of your agreement?—That is 1877, but that does not apply to me.

25,416. This is an agreement between Walter de Winton, Esquire, and Robert Evans, as tenant?—Yes, my Lord; the former tenant of the farm where I live. I only wish to point it out as an instance, where agreements may be oppressive.

Mr. *Grove.*

25,417. Are those the conditions under which you are now?—No, not at all. I never would accept such an agreement.

25,418. But is it a similar agreement to that used on that estate now?—I am under the county custom of Glamorgan on that very holding now.

Mr. *Grove*—continued.

25,419. This is only a specimen of an old agreement?—Yes.

25,420. That is not in force now?—No, it is not.

Professor *Rhŷs.*

25,421. You do not think this agreement is in force anywhere now?—I have no knowledge.

Chairman.

25,422. What is the average rent of land in your district?—From 7*s.* to 10*s.* an acre, my Lord.

25,423. Is there any service, other than the payment of rent rendered by the tenants?—No, my Lord. I know of no service.

25,424. Has any rent been raised during the last 17 years in your district?—Yes, my Lord, that applies to the holding to which that agreement applies. It was done under the circumstances stated in my evidence.

25,425. Would you state that please?—To my knowledge, there is one case in my district, where the rent has been raised during the last 17 years. The circumstances were as follows: Application had been made to the landlord by two separate parties for a certain farm. The landlord did not accept either, but the result was that he increased the rent from 23*l.* per annum to 35*l.* per annum. The tenant, of course, was not turned out, but he had to put up with the increased rental. That is all with regard to that, I think.

25,426. I understand that to mean, that application was made to the landlord by two separate parties for a certain farm, of which there was a tenant?—Yes, that is so.

25,427. In consequence of that application, they put the rent up 10*l.* a year?—12*l.*

25,428. Are there any permanent reductions?—No, my Lord, I know of no permanent reductions, but there have been temporary abatements for the last 10 to 15 years. I believe in the case of Lord Tredegar, he makes such abatements for a number of years in advance, but in the other cases the abatements are made when the rent is paid, and varies. I think when rents are raised, the change is made on a re-valuation, but this was very seldom done in my district, but when done, it is done by professional and independent valuers. I think the rent for the last 50 years has remained very nearly the same. On Colonel Tynte's estate rent falling due in February is paid in July, and falling due in August is paid in January. On the other estates it is very much the same.

25,429. Then with regard to rates, have they increased or not?—No, my Lord, I do not consider they have, by reason of a great number of collieries and railways being in our district, and that increases the rateable value to such an extent, that it practically takes off the burthen of the rates from the shoulders of the tenants of farms and householders, or rather owners of leaseholds.

25,430. What is the average size of farms in your district?—From 200 to 600 acres.

Chairman—continued.

25,431. Are they all as large as that. Are there no smaller farms?—Yes, my Lord, there are. There are some farms from 50 to 60 acres, but I take this as applying generally—200 to 600 acres.

Sir *John Llewelyn.*

25,432. Inclusive of sheep run?—Yes, I think that is so.

Professor *Rhŷs.*

25,433. Do you say the farms would be, on an average, from 200 to 600 in that part?—The exceptions are 50 to 60, but they are very few indeed.

Chairman.

25,434. Are you in favour of small holdings?—Yes, my Lord, generally speaking, I am.

25,435. But you think, they are not able to provide through a period of depression for the occupier, as well as larger farms?—That is my impression, but the reason I am in favour of small holdings is this, that supposing Government were to advance the money at a low rate of interest, so as to enable the tenants to buy their holdings, there would be that impulse to make improvements, because of that certainty of tenure, which would make them do their utmost to improve their holdings.

25,436. As regards cultivation, have you a scarcity of labourers in your district?—I believe that is the case, but I do not find it so myself.

25,437. I suppose a good deal of arable land has been laid down to grass?—Yes, my Lord, that is so.

25,438. At whose expense?—At the expense of the tenants.

25,439. Who keeps the farm buildings in repair and rebuilds?—The landlords.

25,440. Do not the tenants do anything?—In some instances they do. I do a good deal myself, but I do not think it applies generally. I think in a few instances they do something.

25,441. Who does the laying down of grass and drainage, and maintaining the fences and walls?—The tenants.

25,442. Do they build walls?—Yes, my Lord. I should like to say on this point, if you please, that where I consider the county custom of Glamorganshire and the Agricultural Holdings Act at fault, is in the case of walling done by the tenants, in the case of drainage done by the tenants, and in the case of hauling to new buildings, because I understand that the tenants are not paid for walling, and with us in the hilly districts, that is the only permanent fence which we can possibly make.

25,443. That is to say, the walls?—Yes, the walls, and I consider it is a great hardship that the incoming tenant or the landlord should not pay the outgoing tenant for walls that are of service. I further consider that the allowance made for drainage should go this far, as long as the drains are in working order, and I further consider that it is a great hardship that the out-

Chairman—continued.

going tenant should not be paid for the haulage that he has done to new buildings, or the repairs thereof.

25,444. The haulage in a hilly farm is, of course, very considerable?—Yes, my Lord, by reason that it is all against the collar.

25,445. With regard to the sale of sheep on sheep farms, what happens in those cases?—The incoming tenant generally buys them, and that now almost amounts to a custom. Failing that, I believe the tenant does sell.

25,446. Will you tell us a little about game-preserving. Have you any complaints about that?—I have no complaint to make, because immediately I complained to my landlord, that the keeper of an adjoining gentleman rode in front of me through my crops,—I made no complaint at the time, but I spoke to my landlord,—he said "you shall have the game yourself." Therefore I have no complaint to make.

25,447. Under whom do you farm?—I farm under Colonel Halswell, M. Kemeys-Tynte, Cefn Mably, and Mr. Walter de Winton. Colonel Tynte, you noticed, gave us the whole of the ground game, long before the Ground Game Act was passed by Parliament.

25,448. Is there much damage done to the crops by game in your district?—No, my Lord, I do not consider there is. There is practically no game preserved.

25,449. Do you see anything to complain of in the law of trespass?—No, my Lord, I do not, because I happen to be on the best of terms with workmen in the neighbourhood, and they never trouble me. I think that applies generally.

25,450. You do not complain of strangers coming over your farm?—Not particularly.

25,451. Do you pay any attention to poultry farming yourself?—Yes, my Lord, or rather I cannot say that I do personally, but my wife does pay considerable attention to poultry farming, and she tells me that it is a source of profit. I should like to put this document in now—offences against the Game Laws, as against property and the person.

25,452. This is a letter from the magistrate's clerk at Pontypridd?—Yes, my Lord.

25,453. The letter is as follows: "Dear Sir, "In answer to your request to be supplied "with the number of offences under the Game "Laws, and the number of offences against "property and the person in this division, I "beg to send you herewith the information "required. The period covered is from Sep-"tember 25th, 1892, to September 25th, 1893. "Number of offences under Game Laws, 28; "number of offences against property and "person, 701. Yours faithfully, Henry "Porcher." Then you know nothing about co-operation and combination in your district?—Not at all, with the exception of sheep shearing.

25,454. Do farmers insure or not?—Not as a rule.

Chairman—continued.

25,455. The buildings are of course insured by the landlord?—Yes, my Lord.

25,456. Do the farmers and agricultural labourers avail themselves of benefit societies?—I am afraid it is done to a very small extent indeed.

25,457. In your district are there many small freeholders, who have inherited their holdings?—There are a few. The number has but very slightly decreased, but I state here what I consider the difference between those freeholders.

25,458. Will you tell us what you think about that?—A small farm, close by to where I live, was sold.

25,459. What is its name?—Tir-y-gelli.

25,460. And part of what estate?—Part of the Miskin estate.

25,461. It was sold how many years ago?—I think it is about 46 years ago. The price realised was 1,330*l.* The value now, taking a fair average, would be about 1,000*l.* an acre, the farm being 58 acres, therefore I consider it is worth now 58,000*l.* I say so upon the authority of Lord Aberdare's agent, who is a mineral agent.

25,462. With reference to tenant farmers, of course the children work very hard?—In my own case I am sure I had to do so, and I think it is the case generally.

25,463. We have been told that by everybody, and also that they do not get wages?—I believe not.

25,464. Are the farmers able to provide for their children when they grow up?—It all depends upon circumstances. I think that years ago they may have been able to do so, but having regard to the depressed state of agriculture at the present time, I hardly think that they could do so. However, I consider that if farmers availed themselves of life insurance, so as to make proper provision for their children, that that is one of the means by which we can meet the present depressed state of agriculture, that is, with a view to making proper provision for our families.

25,465. I suppose, with regard to the labourers, they live on the farms just in the same way?—Yes, my Lord, that is so.

25,466. What do you pay your labourers, if I might ask that?—I pay my labourers from 35*l.* to 40*l.* a year, but I do this, I take every case on its merits.

25,467. What is the general wage?—I think it would be about 12*s.* per week, my Lord.

Sir *John Llewelyn.*

25,468. And their keep?—Yes.

Chairman.

25,469. Has there been an increase of wages in the last 50 years?—Yes, there has been.

25,470. The servants, male and female, take their meals with you and your family, I suppose?—Yes, my Lord.

Chairman—continued.

25,471. Is your bedroom accommodation pretty good?—It complies with the requirements of the local board, and I think they are pretty stringent.

25,472. Then you consider the standard of comfort, so far as you are concerned, in house accommodation and diet, to be good?—Yes, my Lord, I do.

25,473. You let your employés have books, and do what you can, to provide them with comforts?—Yes, my Lord, any books that they wish to have, they are at their service.

25,474. Has there been any great migration of farmers or labourers in your district?—There has been no great migration of farmers, neither has there been any great migration of labourers, but there has been a considerable influx of labourers from other counties into Glamorganshire. As you know, there are a large number of collieries and railways in the district, and they draw to those centres, because they work a less number of hours and are, to some extent, no doubt, paid better wages.

25,475. You do not think farmers keep accounts as a rule?—No, my Lord, I do not consider that, generally speaking, with us, they are capable of doing so. I know nothing about education here, in the Vale of Glamorgan, but, with us, I am sure they are not capable of keeping proper accounts.

25,476. What do you think is the principal cause of depression?—I consider that the principal cause is foreign competition.

25,477. Have you any remedy to suggest?—I consider this, that in order to meet this depression, we should give the rising generation the best agricultural education available that applies to dairy farming, agricultural chemistry, and so forth. In my own case I intend giving my son such education, and I consider that he will be far better able to meet the agricultural depression than myself. However, I consider this, that if the landlords did come a little bit nearer to us, so that we could consult them upon any grievances, I am sure that we could settle things in a very amicable manner. I will repeat what was said many years ago by Sir Charles Kemeys-Tynte, of Cefn Mably. I am sure the Commission will pardon me for taking up time with this. He always dined with his tenants at Cefn Mably House, and some of his friends said to him, "Why, Sir Charles, do you dine with your tenants," and he replied, "How can I live without them?" I am sure, if the landlords took that view to-day, we should be in a much better position.

25,478. You are in favour of security of tenure?—I am, but I have no complaint. It is impossible for me, in the face of the terms under which I hold, to make a complaint with regard to that; but I may say this, that the small landowners are the oppressors. I do not wish to say they are oppressors, but they do not treat their tenants as fairly as the large landowners, such as Lord Tredegar, Lord Windsor, and the Tyntes of Cefn Mably. I consider that there is no possible object in having a lease under the Tyntes of Cefn Mably, because when once the

Chairman—continued.

lease comes to a termination, there very likely will be a considerable loss to the tenant. However, in the case of the small freeholders I do not consider that they do treat their tenants nearly as well as the larger landowners, and I should myself like to see this, that it would be impossible to raise the rents on the tenants' improvements. That is the great complaint with a great many of the tenants in various parts of the district.

25,479. Then you would be in favour of some land court, or some arrangement of that sort, to make that an impossibility, would you?—No, my Lord, I cannot agree with a land court, for this reason, so far as I can see, that it would be the means of putting landlords and their tenants more apart, and thus creating friction, which does not now, in my opinion, exist. However, that is a question for the wisdom of Parliament, and I should hardly like to express an opinion upon that point.

25,480. You do not wish to express an opinion?—Well, generally, taking the view I do now, I cannot say that I am in favour of a land court.

25,481. You think the relationship existing between landlord and tenant is of a most friendly character?—Yes, my Lord, I have no knowledge to the contrary in our district.

Mr. *Griffiths.*

25,482. Would you kindly tell us who your landlord is, I did not catch his name?—Colonel Halswell, M. Kemeys-Tynte, of Cefn Mably, in Glamorganshire, and Mr. de Winton, of Maesllwch Castle, in Radnorshire.

25,483. I did not quite catch what you said, with regard to the landlord charging half-a-crown per yard for some fencing?—I will explain. It was in this way. He had some sheep on the Eglwysilan Common, and wishing to prevent the sheep coming down to his farm, that is, to the lower ground, he put hurdles across so as to prevent them; and what he particularly complained of was, that the lord of the manor should charge him half-a-crown a year for doing that.

25,484. For putting the wire on his own land?—For putting hurdles between the common and his own land.

25,485. Was it on his own fence or on the common?—Well, I should think it would be between the common and his holding, that is the farm.

25,486. And charging the tenant 2*s.* 6*d.* a yard for putting that?—No, 2*s.* 6*d.* per annum.

25,487. I understood you per yard?—No.

25,488. Then you spoke with regard to an encroachment about this quarry at Pontypridd. Is this Rocking Stone the place where I read sometimes of the colliers meeting?—Yes, that is so.

25,489. Well, it would be a pity, I think, to disturb that ground?—It would be an everlasting shame if it was done.

25,490. Is the Glamorgan custom adopted more in your neighbourhood now than it used to be. I see you state that on your own farm you have adopted the Glamorgan custom, on

Mr. *Griffiths*—continued.

your own holding at the present time?—When I first took it, I objected to be under the agreement which I have handed in, and then the landlord agreed that I should be under the county custom of Glamorgan.

25,491. Is not that generally adopted now in the neighbourhood?—Oh, it is. This is an exception. We do not know of any such, I am sure, in the parish of Llanwonno.

25,492. There are not many under the same custom as you, in that district then?—Practically speaking, I think they are all under the county custom of Glamorgan. That is what they call the eastern custom.

25,493. But you are in the western division, are you not?—No, I am in the eastern.

25,494. I did not quite understand that. Then with regard to timber hauling, how do you settle that, you said that it was generally arranged, you were not paid by the landlord for any damage, but by the purchaser?—By the purchaser.

25,495. How is that settled. Do the landlords see you have your right?—No, I think it is left between the tenant and the purchaser. I will tell you how it is settled. In a case where timber hauling took place off my father's farm, the farm which I occupied, the purchaser came to it and said, "Look here, let us settle "this, I will give you a certain amount of "timber for gates, posts, and so forth;" not money, but he paid us in kind as it were. We did not complain particularly.

25,496. They do not fail to agree as a rule?—I have no knowledge that they fail to agree.

25,497. Are the rents often raised, because other surrounding tenants apply and offer more money for the farms?—I know of no instance excepting this, this is the only instance which I can point out.

25,498. I have heard so many of the landlords spoken so highly of, that they hardly take an offer of an outside tenant?—I am sure with regard to Lord Tredegar, and Lord Windsor, and the Tyntes of Cefn Mably, and with all honour to the Marquis of Bute, I think it would apply to him, that they would not take an offer from anybody outside of the sitting tenants.

25,499. I am glad to hear you say so. You say that there has been an abatement made for the last 10 years. Will you kindly tell us, have the rates been taken off in accordance with the reduction of rent?—No, not at all. The assessment committee at Pontypridd, although Colonel Tynte allowed me for three years, have actually refused to make me any reduction whatever.

25,500. But if they did give you permanent reduction you would have had the rates lowered?—Quite so.

25,501. Why do not the tenants as a rule apply to the landlord for it. If they could produce receipts for the full half-year's rent they could have their rates reduced?—I did so, but the assessment committee refused.

25,502. But was it not written on the receipt abatement so much?—Yes.

Mr. *Griffiths*—continued.

25,503. That is what I think it is. You ought to go in for a reduction and have the rates reduced. It is no benefit to the landlord nor to the tenant?—Not a bit.

25,504. You say that much of the land in your district has been laid down to grass?—Yes.

25,505. That is always done by the tenant?—Yes, it is.

25,506. The landlords never assist in the way of seed?—I do not believe there is any application made to them.

25,507. I think we have had an instance yesterday before us, where a tenant had the seed from the landlord?—That does not apply to our district.

25,508. No, it does not, but do you not think that the landlord should assist. Corn lands, as a rule, do not come very naturally to grass?—I believe that the landlords should assist in laying down such arable land to permanent pasture.

25,509. Does the arable land in your district come to good pasture in three or four years?—We did not follow the course that is followed in the Vale of Glamorgan. We broke up—we fallowed a field, and we took what we call three crops off it and then we laid it down again; we did not follow it up. Therefore there would not be that difficulty in laying it down to permanent pasture, that there is where land is fallowed up for a long period of years.

25,510. The land requires to be manured well, I should think, before it will come to good pasture?—Oh, yes, we require a lot of lime.

25,511. It is rather expensive work to lay down land thoroughly?—It is.

25,512. You say there is a decrease in the root crops. How do you account for that?—By reason of our land being of such a steep character, the haulage being so very expensive that it would not pay us to cultivate, because we are so near the colliery centres, that we find that dairy farming pays us better than anything else.

25,513. Do you not hurdle sheep upon this hilly ground. Would not the land suit?—No doubt it would, but we have not taken it up. I think we ought to take it up.

25,514. Then you say you have adopted dairying. What kind of dairies have you in that district. Have the landlords provided you with new dairies?—Oh, yes.

25,515. Roomy places?—Upon the Cefn Mabley estate, when I made application to Col. Tynte in order that I might comply with the requirements of the local authority, he built me a shed, a modern one, that complies with all the requirements of the local authorities.

25,516. Have you had any instruction in butter-making in the neighbourhood?—I am sorry to say we have not, but the county council of Glamorgan are giving such instruction in various centres, but there is not one centre within convenient reach of where I live.

25,517. But you should apply for it, I think, you and those in the neighbourhood?—Well, I think we will apply.

25,518. It is useless to build large dairies if you do not adopt the new system?—Exactly.

Mr. *Griffiths*—continued.

25,519. I think dairying is one of the best things that pay at the present time?—No doubt. I quite agree with you.

25,520. I did not quite hear what you said with regard to the keeper riding through the corn?—It was not the corn. It was through the hay crop.

25,521. Whose keeper was it?—I should be sorry to say. It was a keeper under another gentleman, who rode through my farm.

25,522. You do not wish to name the gentleman. You are not bound to?—Well, I have a very good reason for not doing so.

25,523. But do keepers trespass in that way on the estate?—No. I have the whole of the shooting on the three farms; they do not trouble me.

25,524. I mean on the surrounding farms?—Not now, but they did. The gentleman whose keeper rode through the hay crop is dead, and I therefore would not care to allude to it.

25,525. I am pleased to hear you say that you have adopted poultry farming?—Yes.

25,526. It is generally the wife's pin money?—Well, that is so, I believe.

25,527. But it is one of those occupations, that do pay at the present time?—Yes, it does.

25,528. One of the best?—It is one of the best.

25,529. Have you suitable houses for the rearing of poultry?—I have erected some.

25,530. At your own expense or the landlord's?—At my own expense. I need not trouble the landlord.

25,531. In a wet climate like this, there should be rather a roomy place for fowls?—Yes, that is so. I am sure the landlord will help me if I apply to him.

25,532. You say there are a few freeholders in your district?—Yes.

25,533. How do they farm, as a rule?—They are inferior farmers, as a rule. They do not care for the surface; they get such a revenue from the minerals, that they do not care a pin for the surface.

25,534. You stated just now that the value of a farm had been raised to 58,000*l.* from 1,330*l.*?—1,330*l.* was the price paid 46 years ago. I have consulted a mineral agent, and he tells me that the value per acre of the farm is 1,000*l.* now.

25,535. It is the minerals?—It is the minerals, the coal being of such a good quality.

25,536. Then you consider labourers' wages have advanced?—Oh, yes, within the last 20 or 30 years.

25,537. At what rate, do you think?—There has been an advance, I daresay, of from 40 to 50 per cent.

25,538. You have given it here, I suppose; what is the acreage of your farm?—It is about 500 acres, more or less.

25,539. Do you employ many labourers?—I employ four or five, including myself.

25,540. Are the present labourers as well up in their work as they were many years ago, do you think?—I do not consider that they are.

Mr. *Griffiths*—continued.

I consider that we get much less labour for the money we now pay, than when we paid very much less. I am sure that I had to work myself when I was from 14 to 24, much harder than I could get any one of them to do now.

25,541. Longer hours?—Longer hours.

25,542. And harder work?—Yes.

25,543. But still the pay is more?—The pay is more.

25,544. You said just now, something with regard to the landlords, that they should "come nearer to us"?—Yes, I consider that it should be so.

25,545. We have heard something of that in the north, that there is rather a gulf between the landlord and tenant?—Ah!

25,546. Is it the same here?—No, I do not think it is.

25,547. Not quite that?—I am sure the late Colonel Kemeys-Tynte of Cefn Mably was as approachable as any gentleman in the county of Glamorgan.

25,548. Still, they do not mix with you so freely as you would like to see them?—No, they do not.

25,549. Are the landlords practical, as a rule?—I have no knowledge.

25,550. Do you not think it would be very well for us, if the landlords of our districts had a little agricultural training?—Certainly.

25,551. So that they could really understand for themselves what goes on in the farms?—Certainly, I believe in that.

25,552. Then you said that as a remedy you wanted education?—Yes, that is one of the remedies.

25,553. I quite agree with you on that, but have you no other remedies?—Well, as I have already told my Lord, I consider that in the case of small freeholders where they hold two or three farms, some remedy ought to be provided. I would not take a farm under them upon any conditions, because in the first place they let too high, and they raise the rents on the tenants' improvements. Therefore I consider that anything that could be done by Parliament, so as to meet cases of that sort, should certainly be done. I do not complain of the large landowners at all, I have no right to, but I do complain of the small freeholders.

25,554. Then many of them are not able to give abatements, they cannot give abatements, because the land is in many cases encumbered?—But they are surely able where there are minerals. Take the case that I refer to, where every acre is worth 1,000*l.*, I think you will agree with me that they can afford it pretty well.

25,555. But I mean those that have no minerals?—Yes.

25,556. Your district is chiefly minerals, I suppose?—All minerals.

25,557. You do not seem to think that a land court would be of any use?—Well no, I do not think so. If the landlords came a little bit nearer to the tenants, so that the tenants could state the grievances that they have, I believe

Mr. *Griffiths*—continued.

that we should do better without a land court than with it.

25,558. Do you think if there was a land court established you would be obliged to go to the land court with your case, as long as your landlord and you got on very well?—Never.

25,559. Then I do not think it could hurt you?—It would not hurt me, because I should make no use of it.

25,560. Quite so; but are there not some of your neighbours that are situated very differently under other landlords?—Under the small freeholders that is so. There is no doubt but that a land court would be useful in such cases.

25,561. There are cases then, in which you think there is necessity for some place to appeal to?—I do. I certainly believe that, but whether it should be a land court or some other court, is another matter.

25,562. Quite so; but somebody before whom you could put a case, and settle any dispute between landlord and tenant?—I believe that would be so, no doubt.

25,563. Something of that kind might be adopted, but you agree that we really do want something?—Yes, in the case of those small freeholders. My Lord, if your Lordship pleases, I alluded to railway rates, and promised that I would state before the Commission in what way the railway rates have interfered with us, in the way of getting manure and so forth. I hope I do not take up the time of the Commission in reverting again to that.

Chairman.

25,564. Oh, no, we should like to hear that?—I bought some gas lime from the Mountain Ash Local Board. They charged me 9*d.* per ton on the truck loaded. The Taff Vale Railway Company charged me 16*d.* per ton for bringing it round to my place, something like five miles. Therefore they put me in this position, because of the high rates it is very questionable whether it will pay me to bring this stuff round on to my farm. In the case of manure, which I get from the Penrhiwceiber Colliery or from the Great Western Colliery in the Rhondda, they would charge me more for the manure in the shape of railway rates. Therefore, I wish to point this out to the Commission, that the Taff Vale Railway Company does deal with us most oppressively.

Mr. *Grove.*

25,565. You say the Taff Vale Railway?—Yes.

25,566. Do you know the rate that they could charge you legally for gas lime?—Well, I believe this is a special rate—this is under what they are entitled to charge. They charge me exactly the same for this short distance, as if the stuff was brought from Cardiff.

25,567. A long discussion took place on class A. (which is the lowest charge that they can make) when the classification was before Lord Balfour's Committee. I attended most of those meetings, and the agriculturists had a very strong

Mr. *Grove*—continued.

fight on the question of gas lime, and it was brought into Class A. That was the lowest charge that they could give. Now, if you will tell us the exact distance, we will compare that for you. Perhaps you will leave that charge note which you have there?—Yes, I shall be very pleased to leave it. (*Handing in document.*)

25,568. What distance did they bring it?—Well, I should like to be correct when I state the distance. I will take it as six miles, that will be rather over than under.

25,569. Then who did the loading. Who loaded it into the truck at the railway station?—The local board's employés.

25,570. The local board did the loading?—Oh, yes.

25,571. The railway company did not do the loading?—No.

25,572. When it arrived at the station, who did the unloading?—It was done by my own employés.

25,573. So that the railway company neither loaded it nor unloaded it?—No.

25,574. And you think six miles is the distance?—About six miles.

25,575. We will refer to it. Gas lime is down on the lowest charge that you can get, Class A.?—Quite so.

25,576. As to this claim made by Lord Bute, to that sheep walk near to the farm occupied by your relative——?—It was not occupied—he was the owner—the occupier and owner.

25,577. But there was a claim made for a sheep walk of 219 acres?—Yes.

25,578. Was that claim made in writing or verbally?—It is so many years ago that I have no knowledge.

25,579. I was going to ask you that, how many years ago is it?—It is about, I will say, 50 or 60 years.

25,580. You do not know whether it was made in writing or verbally?—No, I do not, but it is quite possible it was made in writing.

25,581. Is it possible that that document might be found?—Well, I will do my best, and if I find it I will forward it to the Commission.

25,582. If you can, it would be very interesting to us to see a document of that character?—I have a document here now of a somewhat similar character, if I can find it.

25,583. It is similar, is it, to the other one, but a more modern transaction altogether?—It is more modern. This is the document (*handing same*).

25,584. Will you state briefly what that document is, so that it may get on to the short-hand notes, and then hand it to the secretary?—This is a notice served upon the tenant of a public-house called the New Inn, at Craig Evan Leyshon Common. This house was, I believe, built in 1843 or 1845. This notice was served in the year 1890. There is now a dispute pending with regard to this, and I think they are taking steps with a view to ejecting the tenant, that is, the person who paid the fine to the lord of the manor. That applies also (but I

Mr. *Grove*—continued.

have not got any document with me) to another house called the Traveller's Rest, on Craig Evan Leyshon Common.

25,585. As far as you know, the same sort of document was served in that case, was it?—I think that in that case, they had granted a kind of a lease, but that now the district is increasing so very rapidly, the leaseholder wishes to rebuild the house, but for some reason or other the Marquis of Bute's agents objected, and took every means they could to prevent him providing better accommodation for the neighbourhood.

25,586. Just one further question. You say that the county council butter school has not been up in your district yet?—No.

25,587. Have the technical instruction committee of the county council, joined any outside agriculturist with the members of the council, do you know?—I can hardly answer that, I think.

25,588. I may say that in Monmouthshire we have joined several outside agriculturists with our county council on our committee?—It is a very desirable thing, of course.

25,589. Do you know whether the teaching as to butter-making is what you, as a farmer, would consider to be satisfactory?—I have no knowledge.

Sir *John Llewelyn.*

We got assistants from the Bath and West of England Society in our technical instruction at one time. We had an instructor (I forget his name at the moment) from Bath, and a very good instructor he was too.

Mr. *Grove.*

I would like just to say that in Monmouthshire, we have a director for our agricultural side. This very day we have 50 students competing in butter-making in Abergavenny. At the end of the peripatetic butter-teaching school, we give a gold medal, a silver medal, and a bronze medal, and those are being competed for yesterday and to-day. That is the way we finish up our butter-teaching, and we find the teaching to be most admirable in our county, and that it is doing a great deal of good.

Sir *John Llewelyn.*

We trained some of our own young women in the county to be instructors themselves in the county.

Mr. *Grove.*

I may add that we have had now close on 200 students. I have no further question to ask.

Witness.

I do not know whether it is within the scope of the Commission or not, but I would wish, my Lord, to read that statement (*handing a paper to the Chairman*).

Chairman.

25,590. Will you just read us that. It is an interesting statement about your family. I do not think we need go into the law of primogeniture, but if you will read us that, it will be very interesting?—"I disapprove of the law of "primogeniture and entail. I have been driven "to what I am by reason of the injustice of this "law for the following reason:—My grandfather "was the owner of 500 acres of mineral property "in the parish of Llanwonno. My mother, his "eldest daughter, had as her share 200*l.*, whereas "the whole of the real estate was left absolutely "for the brothers. Taking a fair average of the "value of this estate, it would be about 500,000*l.* "taking the income derived from leaseholds "upon this property and minerals."

Sir *John Llewelyn.*

25,591. The law of primogeniture will only operate where there is no will?—It was under the law of primogeniture and entail, and it was broken by him and his eldest son.

Professor *Rhŷs.*

25,592. You spoke just now about the Rocking Stone and about some of the quarrying getting nearer and nearer to it?—Yes.

25,593. You do not know whether that is under the protection of the Act for protecting ancient monuments?—Really I could not say.

25,594. I think you know it is an important feature in the neighbourhood, where workmen's meetings are held, and so on?—Yes, and where the Druids have worshipped for centuries.

25,595. The Druids worship in the open air, I think, do they not?—Yes, I believe so.

25,596. And the Rocking Stone is their central point?—Yes, that is so.

25,597. So that any interference with that would be like demolishing the chapel of another sect, would it not?—Yes, I think that would be so, no doubt.

25,598. Have you witnessed any of the ceremonies, with the Arch Druid officiating at the Rocking Stone?—I have.

25,599. Was it edifying?—Well, having regard to the ancient, what shall I say—how shall I put it, I mean, having regard to the fact that it has been in vogue for hundreds, if not thousands of years, I am sure I could not view it with disrespect.

25,600. Do you really think it has been in vogue for thousands of years. They say so, do they not?—Yes, they say so.

25,601. Now, with regard to the game. You have a free hand to deal with the game on your farms?—Yes.

25,602. Is the game entirely extinct on those farms?—Oh, no.

25,603. Would you approve of the game becoming extinct?—Oh, no, certainly not.

25,604. You would not?—I would not, surely.

25,605. But many of the tenants if they had a free hand with the game, would kill it entirely, would they not?—Well, I never took a gun in

Professor *Rhŷs*—continued.

my hand, therefore I am sure I could not extinguish anything.

25,606. But that is not the feeling in your part, is it. I know in some parts of Wales they would make very short end of the game. There would be no rabbits for sale, or anything of the sort?—Well, particularly where it is strictly preserved, I have no doubt there will be a feeling of that sort. I will give you an instance. The late Colonel Tynte offered me a farm in the middle of the preserves of the Duke of Beaufort. I told him, "Colonel Tynte, I could not possibly "take this farm, unless you let me have the "shooting." He said, "Provided you undertake "that you will not sub-let it, you shall have it." I have no doubt there is that feeling in a great many parts.

25,607. Your landlord is very reasonable?—Very.

25,608. And you think the great landlords are all or very nearly all so?—I think so.

25,609. Do you think it would be an unreasonable thing, if their conduct towards their tenants were made the sort of outline of legislation, to compel the smaller landlords to act up to that kind of standard; would there be anything unreasonable in some legislation in that direction?—I do not think it would apply to the large landlords at all.

25,610. I mean to compel the smaller landlords to act up to the standard of the bigger landlords?—I have no doubt it is very desirable.

25,611. That would be desirable?—Very desirable, I think.

25,612. Now with regard to the labourers, do you say that their pay has been going up of late?—Oh, yes.

25,613. It has not come down the last year or two in your district?—Not in my case.

25,614. We have heard in North Wales that foreign competition tells against the labourers; do you find it so?—Well, I do not take any advantage of my labourers, I pay them just the same as I paid three or four years ago.

25,615. Do you think they are worse or better paid now than they used to be?—Say 20 years ago?

25,616. Yes?—Oh, there has been an increase of 40 per cent.

25,617. Do you think the labourer is much better off than he used to be?—The farm labourer is certainly.

25,618. Much better off?—I think so.

25,619. You do not think he has ever been better off than he is now?—Well, I think he is much better off than he was, say, 20, 30, or 40 years ago.

Sir *John Llewelyn.*

25,620. Do you think there are many changes of tenancy on the farms in your neighbourhood?—A few.

25,621. And where there are changes of tenancy, do the arbitration clause and the custom of the county come into operation?—Well, I have never heard of a case of arbitration, excepting this. The tenant and the incoming tenant agree to this, to appoint an arbitrator each, and an umpire is fixed upon, in case they fail to agree.

Sir *John Llewelyn*—continued.

25,622. That is what I meant. I take your answer that although it goes to arbitration it does not go to the umpire?—Yes, in my case it did.

25,623. It went to the umpire?—Yes, it went to the umpire, and it was an unjust award.

25,624. That is from your point of view?—Well, I should like to be honest.

25,625. I do not want to go into the question of whether you are satisfied with it or not. I want to know whether it was expensive?—Yes, having regard to the solicitor's charges and everything else, it was expensive.

25,626. That is rather unusual, you think?—Well, it was unusual. I can hardly point out another case.

25,627. When there is a change of tenancy, I hope it is usually settled without much expense under the custom?—Yes, I think it is.

25,628. How far do you think the custom of the county applies satisfactorily to your district?—It applies thus far. When you come to deal with walling, drainage, and haulage to buildings, I say there that the custom is not fair.

25,629. Those are precisely the points that I took down in your evidence?—Yes.

25,630. Do you go any further than those three items, walling, drainage, and haulage to buildings?—No, I am not prepared to go further than that now.

25,631. I think you told us, if I followed you rightly in that, that you thought the period during which the compensation for specific improvements should run, ought to be extended in point of time?—Yes.

25,632. For how long; for any definite period, or for ever?—Well, I would give you an instance, if I may be allowed to do so. My father drained a farm called the Gellywrgan Farm 30 or 35 years ago, and the drains to-day are in good order, and the field is as valuable as it was a year or two after the draining was done, if not more so. Therefore, I say that the tenants ought to be entitled to payment or to some allowance so long as the drains are in good working order.

25,633. That is exactly the point I wanted to get at. Now, I will come to the question of sales. Have there been any sales of the surface in you neighbourhood; have farms come into the market?—No, with the exception of Monachdy Farm, which my mother's grandfather owned. I know of no other case of late. Many, many years ago there were a great many farms sold there, by the Tyntes of Cefn Mably, but that is beyond my memory.

25,634. Assuming that there was a sale of the same nature, a considerable amount of land sold in the district, do you think there would be much competition for that land?—Well, I think there would, very probably.

Sir *John Llewelyn*—continued.

25,635. And if in Wales we had a Purchase Act on the lines of the Irish Act, by which the Government advanced the money, do you think it would be taken much advantage of?—Well, it all depends upon this: If the tenants should be obliged to pay more per acre for that land than the average rentals now paid by them, I say it is better to be as they are, than even if they purchased their own holdings.

25,636. You consider that a tenant farmer under a large landowner is better off than a small freeholder?—Well, I say this, that if I was offered a freehold farm to-morrow, and I had the means of buying it, I would prefer being a tenant under Colonel Tynte.

25,637. Is that because your landlord would have to do the permanent repairs?—No, not at all, but having regard to the fact that my forefathers have lived on the estate, for I cannot say how much, further back than 103 years.

25,638. That is the home feeling?—Yes.

25,639. I think you said that it should not be possible that rents should be raised upon tenants' improvements?—Yes.

25,640. I suppose that is the general feeling in your district?—Yes, that is the most important point of all.

Mr. *Grove.*

25,641. About the matter of the railway rates, as you have actually put in the receipts, let me ask who found the trucks; the railway company?—The railway company.

25,642. Was it in one truck or two trucks, because that makes all the difference?—One truck.

25,643. Then I make the charge to be this: 6 miles at $\frac{7}{8}d.$, $5\frac{1}{4}d.$, two terminals of 3*d.* per ton, one at each end, 6*d.*, $11\frac{1}{4}d.$; the trucks $4\frac{1}{2}d.$ per ton ($4\frac{1}{2}d.$ for a distance of under 20 miles), making 1*s.* $3\frac{3}{4}d.$, and they are entitled by law to charge you 1*s.* 4*d.*, which they appear to have done, so that that is their full maximum charge?—Quite so.

Mr. *Griffiths.*

25,644. Have you game on your farm?—Oh, yes.

25,645. Does your landlord ever come to shoot?—No, never.

25,646. Neither the landlord nor the agent ever come to disturb you?—No, never.

25,647. I suppose you would welcome them if they came?—Certainly, I would.

25,648. Do you think if the game was left to the tenants altogether, and the keepers were done away with, there would be any game left in the country. I mean if the tenants were put to be the keepers?—I will give you an instance. The shooting of the farms in the Clydach Valley was in the hands of the Honourable Lord Aberdare; for some reason or other a keeper was sent there; soon after the keeper went there, the game were very much scarcer.

Mr. *Griffiths*—continued.

25,649. How do you account for that? Did the keeper kill the game or what?—I think the conclusion arrived at by his employer after a time was that he killed the game himself.

25,650. Then with regard to the agricultural labourer, do you think it is possible that the wages of the agricultural labourer could be reduced, while the wages are high in other industries or not?—Impossible.

25,651. Then we cannot possibly get any redress in that way?—Not at all.

25,652. And you do consider, I suppose, that labourers are paid too well now, do you?—Yes, I do, because I look upon it in this way: I take each case upon its own merits, and pay wages accordingly.

Chairman.

25,653. A question is sent up by Mr. John Williams:—"Has Colonel Tynte raised his rents recently"?—No.

25,654. Then some questions by Mr. Vincent:—"With reference to the questions put to you by "Mr. Griffiths, do you know that some of the "assessment committees in Glamorganshire, "refuse to accept the rent as the basis of the "rateable value"?—That is rentals, I suppose?

25,655. I suppose so?—No, I have no knowledge, not in our district.

25,656. "Do not the committees send their own valuers." Can you answer that question?—I believe they employ an independent valuer.

25,657. "With regard to the case of rent "raising you mention, do you know more than "that the applications were made and the rent "was raised"?—I know the whole circumstances. The facts are these——

25,658. I think you told us the facts. Two people applied for the farm, and the rent was raised 50 per cent. and more?—Yes, my Lord.

25,659. "Was the landlord a large or a small one?"—Well, I believe he owns a large estate.

25,660. What is or was his name?—Mr. Walter de Winton, but I wish to say, I do not find fault with Mr. de Winton.

The witness withdrew.

Mr. Edward John recalled and further examined.

Chairman.

1-158. 25,661. You were kind enough to come before us, and you gave your evidence at some considerable length. We shall be very glad to hear you, if there is anything fresh you want to say?—My Lord, I am not going to give a repetition.

Chairman—continued.

25,662. No, if you please?—Not one word.

25,663. You have told us a great deal about the cottages, and I understand now you are going to tell us some more about cottage accommodation?—I think, my Lord, I am entitled to give you what I may call evidence upon what

Chairman—continued.

was told you by Mr. Corbett, in London, in July.

25,664. We are very glad to get any evidence, but we are getting rather short of time, and we must ask you please to confine yourself entirely and as shortly as you can, to fresh matter. You want to speak upon the labourers' question upon which you spoke before. Now what have you to say?—If you will allow me, I think I am entitled to an explanation of a question I put to Mr. Knox yesterday. I think it ought to be cleared up.

25,665. What was that question?—It was a question I put to Mr. Knox.

25,666. Then you are coming forward to give rebutting evidence?—Yes, for the moment.

See 24,760–1, 25,748.

25,667. Then we will keep entirely to your rebutting evidence. We have all your evidence on the labour question about cottage accommodation, about allotments, and remedies, so that, if you please, we will keep entirely to the rebutting evidence. Now what is it that you wish to say?—I will at once refer to what was contained in my question yesterday to Mr. Knox. I think this Commission is entitled to the explanation, I am going to give you. I mentioned the fact in my question yesterday, that I wanted to prove that I lost an order for seeds for the East Glamorganshire estates of Miss Talbot, owing to my being the chairman of a meeting of farmers at Cowbridge. My position as chairman of that meeting was this, it was to get independent evidence from the farmers' point of view without being at all aggressive. It was to assist the farmers in coming to a conclusion. Following that, a tenant of Miss Talbot's came to me and told me: "I have an order for some permanent "pasture seeds for my son's farm."

25,668. What was the name of that gentleman?—Mr. Watts.—"He will not require "the seeds for three weeks." A few weeks elapsed, and he called upon me one Tuesday morning. On that Tuesday morning Mr. Knox was in Cowbridge. He called in the morning and informed me; "You are not to have "the order for seeds." I wish you to bear in mind that I am not assuming this order was given. I am assuming nothing. I could not assume that Mr. Watts wanted the seeds at all. I would not know the fact unless Mr. Watts told me. That must be thoroughly understood, nor do I wish to make any capital out of this at all, but I wish to be very clear upon this point. In conversation with Mr. Knox on that day,—there was a meeting of the Cowbridge Farmers' Club—I mentioned this fact to Mr. Knox. Mr. Knox very distinctly told me, that it was owing to my action in connexion with my being chairman of the Cowbridge Farmers' Association, of which I am honorary secretary. I then argued the point with Mr. Knox. I said that our meeting was by no means aggressive. It was simply to put the tenant farmers in a position to come forward and give evidence before the Commissioners. After that explanation, Mr. Knox and myself had a friendly conversation, and it ended in a shaking of hands,

Chairman—continued.

and Mr. Knox said he was sorry the thing had occurred. Those are the real facts that I wish to put before the Commission.

25,669. Then what do you wish us to understand?—Mr. Knox gave us a denial to it yesterday, and I have simply given the facts.

25,670. But do you wish to state, that Mr. Knox told you that he did not give you the order for the seeds, on account of your connexion with the Cowbridge Farmers' Association?—He withdrew the order—the order was withdrawn owing to my action in connexion with the Farmers' Association.

25,671. You distinctly state, that Mr. Knox told you that the order for seeds was withdrawn, on account of your having been secretary of the Farmers' Association?—That is so distinctly.

Sir *John Llewelyn.*

25,672. Mr. Knox said something more than that yesterday. He said that the Margam estate had been in the habit of dealing with someone else?—Mr. Knox gave what I consider an evasive reply. He said this, that the order was given to Messrs. Webb & Sons.

Sir *John Llewelyn.*

He stated further than that, that they were always in the habit of giving them orders for seeds.

Chairman.

25,673. Is that all you wish to say?—The other evidence I have to tender is of as much importance as what I gave before. It is not a repetition. I may tell you that to be very clear over this matter, I wrote to Mr. Corbett on Monday last to tell him I was going to give rebutting evidence with regard to the evidence that he gave on the 7th of July; I thought I would give him an opportunity of coming here. I want to refer particularly to the question and answer of Mr. Corbett, No. 5747. I say again emphatically that in no case of these waste lands sold by Lord Bute on May 29th, 1888, was he justified by ownership or title. Since then I have been endeavouring to put the matter honestly and rightly before your Commissioners. I think it is important, and in giving evidence before you, I do not think anybody would be justified in saying what is not correct, or without proving what he asserts. I am going to call particular attention, my Lord, to lot 25 of this particular sale of 1888.

See 5747, 26,734.

25,674. Did you mention that in your former evidence?—No, I did not.

Mr. *Grove.*

25,675. Was that the special lot that was mentioned?—No, it is not; it is another lot entirely. It is the lot, "Garden at Down Cross, "adjoining land of Lord Dunraven," then in the occupation of William Sweeting—an old Welsh name. The peculiarity of that is this: In the year 1867, or in the spring of 1868 neither Lord Bute nor his agents knew that this

Mr. *Grove*—continued.

property was actually in existence. This Wm. Sweeting mentioned this fact to the then clergyman of Llanfihangel, that Lord Bute had no title to this strip of land, only that his grandfather had enclosed it, and his father had it, and he held it after his father. The then rector of Llanfihangel, advised Mr. Sweeting "for the "purpose of getting a title, you had better enter "this in the Court Leet; it will be on here in "Llanmaes in a very short time." Mr. Sweeting unfortunately took the clergyman's advice, and entered this in the court. Then Lord Bute's agents at the time gave him a receipt. I produce this receipt—this is on the 7th May 1868—to show you that the statement is correct. This receipt has no number. It is taken out of the official books. On this day, the Court Leet met at Llanmaes, on the 7th May 1868. Then following, in 1869, it gets an official number. I produce the receipt of 1869.

25,676. What date in 1869?—6th May 1869. There they produce an official number. Then following, up to 1887, when the last rent was paid, this Wm. Sweeting had an official number. Now, this land was sold at this public sale for the sum of 10*l.*

Chairman.

25,677. Who bought it?—It was bought by Llewellyn Thomas, a dealer, of Lisworney.

25,678. What became of Sweeting?—Sweeting lost the property, that had been in his grandfather's possession and his own possession down to 1887.

25,679. Did Sweeting get any compensation?—Not a farthing. I think it is right after my statement to you at Cowbridge, that I should put very clearly before you the position of these tenants, and prove to you, that Lord Bute had no right to sell a single perch of the land.

Mr. *Grove.*

25,680. May I ask how long it was in the possession of that family?—About 70 years.

Professor *Rhŷs.*

25,681. Without paying any rent?—Without paying any rent.

25,682. Absolutely?—Absolutely.

Chairman.

25,683. Was any right of pre-emption given to Wm. Sweeting by the Marquess of Bute?—I think not; in fact, this property was not known to Lord Bute in 1867.

25,684. When was the sale?—The sale was in 1888.

Sir *John Llewelyn.*

25,685. But at the sale, was there any right of pre-emption given then to the sitting tenants?—No, I think not. I am sure there was not.

Chairman.

25,686. Is there anything else on that?—I have finished with that. I think again that I am entitled to rebut Mr. Corbett's evidence, in reference to his statement of the generosity and liberality of Lord Bute in giving these people the opportunity to buy their holdings by private treaty. I am dealing now with Mr. Corbett's answer to question 5748.

25,687. There is nothing about liberality there, is there?—He says, "It was the general "impression and opinion at that time that there "was a great hardship inflicted on these people." Then, further on, Mr. Corbett distinctly states that Lord Bute was anxious that these people should buy the freeholds at a reasonable time.

25,688. There is this at Q. 5856: "Lord Bute "is not a grasping landlord, who wants to get "the uttermost farthing for every bit of his "property; he would let these old tenants have "them on better terms than he would let "strangers have them"?—That is it.

25,689. And in the next question, 5857, he says: "We let them have them at what we "considered were very moderate prices, but not "fairly to be called nominal prices"?—That is so. That is the very point that I am emphatic about.

25,690. Now what do you want to say?—I have the whole of this sale book here. I will be as brief as possible, but I think this is a matter of importance.

25,691. Yes, it is of importance?—I will take the case, first of all, of lot 66 in this sale. This property was owned by the grandfather and the father. It was two gardens situated in Aberthin, and part of the common land of which Lord Bute is lord of the manor. The grandfather builds a house, the father again repairs the house, it was a common ordinary thatched cottage with a garden attached to it; following that, in the case of another large garden opposite the house, for each of which they paid 2*s.* 6*d.* a year, that is 5*s.* a year.

25,692. They paid it from the commencement?—They paid this 5*s.* a year from the commencement.

Professor *Rhŷs.*

25,693. For the garden?—For the two gardens, of course, the house they built themselves. In 1887 the present tenant built a stable at considerable expense on this property. He had not the slightest intimation that Lord Bute was going to sell this property at that particular time, notwithstanding the fact that he had spent this money upon this stable. Now I want to point out this. This tenant was particularly anxious to retain what he considered his birthright, and was afraid of how the market might go. He meets Mr. Corbett and buys it by private treaty. That is on the morning of the sale, May 29th, 1888.

Chairman.

25,694. He bought it by private treaty before the open sale?—Yes, quite so. Now I want to point out the extraordinary liberality of Lord Bute in this case. This poor man was a man

Chairman—continued.

with a large family of children living entirely on their labour; and, assuming that for this number of years Lord Bute got the value of that land, which was 5*s.* a year, he gets out of this man 60*l.* for 60 perches. You will find these are lots 66 and 67. It was 61 perches.

25,695. "Garden, Richd. Hugh, yearly, sold "by private treaty, 60*l.*, 39 perches"?—39 and 22 inclusive, that would be the cottage and garden. Assuming that 5*s.* a year would be the value of land that did not belong to Lord Bute, because this is part of common land, and I maintain that it did not belong to Lord Bute, but assuming that it did, 5*s.* was the value, and I want to put a question to you, gentlemen, was it a fair and average price to be got out of a farm, 60*l.* for 60 perches of common land, which this man had tilled, to make it of value?

25,696. I think we are getting rather near now to the question of title?—I am quite in your hands.

25,697. Mr. Richard Hugh paid this money from the commencement?—Yes, and unfortunately he was obliged to borrow the money to pay for it.

25,698. But I mean he paid 2*s.* 6*d.* a year for each of these plots, 22 and 39 perches, from the very beginning?—From the very beginning.

25,699. We had better not go into the question of title, but take it on its merits?—I have made that statement, and I think it proves a hardship.

25,700. We will not go into that. Let us take the case exactly on its merits, as it is?—Well, those are the facts of the case, 60*l.* for 60 perches of this waste land.

25,701. And your contention is, that that 60*l.* was entirely owing to the house and stable and other buildings, that the man had put on the land, and the cultivation he had given to the soil?—Exactly so. Then lot 45.

25,702. That is 1 rood and 20 perches, "Cottage, shed, and garden," tenant, "David Thomas;" nature of tenancy, "Lease for 60 years from May 1st, 1838," rent, 2*s.* 6*d.*; and that was sold by private treaty for 55*l.* Is that right?—That is right.

25,703. What do you say about that?—In that case David Thomas was unfortunately executor of his father-in-law. He bought this property assuming that his father-in-law was the real owner, and paid the Marquis of Bute this sum; that is about nine years ago. He paid his relation 66*l.*, retaining his share. Then again, this very house was sold at this very sale.

25,704. He had already given 66*l.* to his relation for this house, and then he had to buy it again for 55*l.*, if I understand it rightly, from the Marquis of Bute afterwards?—That is so. These are the facts, and I think they should be known. Then there is another, lot 70.

25,705. That is 2 roods and 29 perches, two cottages and gardens; present tenant, Richard Morgan; nature of tenancy, yearly; purchase money, 40*l.*—That is so.

Chairman—continued.

25,706. What yearly rent was paid for that? 2*s.* 6*d.* a year.

25,707. The same as before?—The same as before. This had been rather a wet bit of ground, but in this case Richard Morgan's father built these houses in the year 1887, that is a year before the sale; he spent 22*l.* in putting a new bedroom floor in each cottage; he had no notion at this period, although he built the house, that his father had taken 52 years ago,—his own age is now 75—he built the two cottages at an expense of 127*l.*, and he spent 22*l.* in 1887; still this property was sold in 1888. The selling of that property, I say, is another hardship. If you wished it, I could enumerate a great many more cases, but I think that for the purpose of my contention, that will be quite sufficient. I could give you the cases of a dozen others, but it would be only a repetition of what I have given you; I think it would be advisable to finish there. I want to be very clear again. I have finished now upon the question of Lord Bute. I have another question noted here. It is a question to my mind, that I should like to answer, but I do not suppose you intend to answer it. I should like to know by what process has Lord Bute made these properties his freehold, and what right Lord Bute had, to confiscate the property of these poor people in the manner that he has done. That is a question I intend to bring forward at the earliest possible period.

25,708. Your contention is that it ought to to have been a perpetual ground rent?—A perpetual ground rent.

25,709. And as I understand your contention is, that it was a perpetual ground rent of 2*s.* 6*d.* a year, for each plot?—Exactly so.

25,710. And that the tenants have built on these plots, on the understanding, that that was to go on for ever?—Exactly so. I quoted just now one lot, and it is applicable to the whole of the lots, I mean the lot sold to Mr. Higginson, lot 25.

25,711. That is 35 perches, garden at Down Cross adjoining land of Lord Dunraven, the present tenant is Mr. William Sweeting. Is that the same man?—That is the man I referred to. What strikes me as peculiar is this. As that is land adjoining the road, and abutting on land of the Earl Dunraven, by what possible chance could Lord Bute, who does not own one single acre in that neighbourhood—by what possible act could he get that property?

25,712. It is land lying between the road and Lord Dunraven's property, and abutting on waste land?—Exactly. No doubt it was taken from the road—filched by him, I should say, as many did do in those days. To my mind, I think it is almost impossible that this property ever belonged to Lord Bute. He was simply protecting it, as lord of the manor. That is my contention.

25,713. You do not expect us to go into the question of title?—Oh, no, not for a moment.

25,714. You are perfectly at liberty, of course, to express your own opinion?—Thank you.

Sir *John Llewelyn.*

25,715. Just to understand you, what you contend is this, that this was manorial property, and has been treated as though it were private property?—Exactly so. There are the receipts (*handing*).

Chairman.

25,716. Is that the first receipt without a number to it?—Without a number.

25,717. That was for 1*s.* a year?—One shilling a year.

25,718. The first has no number; then the next year it is No. 491?—Yes.

25,719. Is there anything further?—I do not know that I made myself clear about two matters. It will not occupy your time more than two minutes, if you will allow me to read this: "I think the farm labourers are in a better "position in this part, than in any part of the "Kingdom at present, but the cottage accommo- "dation is bad; and I think the system of la- "bourers' cottages attached to farms, is most "pernicious and demoralising. I think la- "bourers should have yearly tenancies of the "cottages and gardens. We will then have a "better class of labourers; and I am of opinion "it would be better for farmers, and for "many reasons, especially in getting skilled "labourers, as the best labourers are aware "that there are only attached cottages for "them." I am very pleased to think that I can give testimony now, that Miss Talbot is now doing, what I am pressing in the few words I have just read to you. In the villages close by Cowbridge, she is making splendid detached cottages for the labourers, and that principle, I am told, the agents are going to adopt, that the labourers should have detached cottages as yearly tenants. I am told, up to the present time, Miss Talbot has spent from 6,000*l.* to 7,000*l.* in building detached cottages. I am very glad that the agent has seen the principle of fairness to the labourer, as well as fairness to the farmers. I am afraid most of my customers do not agree with me there; they think that the cottages ought to be attached to the farms, but I do not agree with that. I think the labourer is entitled to the same protection as the farmer, and that he should be subject to six or even 12 months' notice, for the reasons I have given in that short paragraph.

Professor *Rhŷs.*

25,720. What do you say is the present position—that the labourers live in the farm-houses?—In some instances the cottages are attached to the farms.

Sir *John Llewelyn.*

25,721. Let with the farms?—Let with the farms, part and parcel of the farm; the farm labourers are attached on those cottages.

Professor *Rhŷs.*

25,722. Then the farmer has the control of the letting?—That is so, and the labourers are generally weekly or fortnightly tenants.

Professor *Rhŷs*—continued.

25,723. And you do not think that is satisfactory?—I do not think so, for a moment.

Mr. *Griffiths.*

25,724. You do not object to the cottages being on the farms do you?—I have strong proofs about it, but I have taken the advice of the Chairman, that the time is short. My experience is this; that if the labourers are independent of the farmhouses, there is a greater possibility of getting better labourers and retaining them, than there is with the system of having cottages on the farm, buildings connected with the farmhouses.

25,725. Then if a labourer has to walk two or three miles to the farm, you think that would be better?—I have done it myself. I have walked three miles night and morning many times.

25,726. And got wet before going back?—Yes, and obliged to work all the day after.

Mr. *Grove.*

25,727. Did you walk that because you were obliged to, and could not get proper accommodation nearer?—That would not apply in these days; it suited me to walk just then.

Professor *Rhŷs.*

25,728. But you do not think that the cottagers being far off, is a recommendation?—Oh, no, I have not said so. I know what I have said is not agreeable to some of the tenant farmers. With respect to that, it is only my opinion.

25,729. They like to have them on the farm?—I say that the cottages should be detached from the farm, and there should be gardens attached to those cottages, so that it will be worth the while of the labourers to remain there; and if they have a few words with the farmers they might be reconciled in a fortnight's time, whereas if the labourer is subject to a week or a fortnight's notice to leave the house and garden, and it is attached to the farm, the man will be turned right out into the road in consequence of some disagreement, and perhaps will have to leave the garden behind him, stocked with garden stuff. I say it is as unfair for the labourer to be turned out of his cottage at a week's or a fortnight's notice, as it is for the farmer to be forced to leave his farm.

Mr. *Griffiths.*

25,730. That only refers to the notice; why not give him the same notice, as he would have in the village or in the town?—That is my contention.

25,731. You do not object to that?—No, certainly not.

25,732. Do you not think the labourer would be better off still if he had a cow, say, and lived on the farm?—Yes, if he is subject to 12 months' notice, decidedly.

Professor *Rhŷs.*

25,733. So your point is not that he should live in the village?—No, my point is this, that he should be subject to six or 12 months' notice, not a fortnight's notice. Then a few words as to consolidation of farms. In my experience in the business I am now in, and have been in for the last 25 years, I contend strongly that the consolidation of farms is the worst thing that can happen to the country, from two standpoints which I will touch on very briefly. I think that taking the increase of the farming population, farmers' sons and daughters would acquire farms themselves. We know already, that if there is a farm to be let, there are 20 or 30 applicants for it. The reason is this, that the farmers' sons and daughters brought up to farm purposes, have no other occupation to fall back upon but farming. Owing to the consolidation of farms, the number of farms is not so great as it was years ago. My contention is this. I think this is pernicious, and does a great deal of harm to the country. I contend again, that from the landlord's point of view, it is decidedly better for him to let the farms in small allotments, than in larger ones. You might want a reason for that, and my reason is this: that the small farms have not participated in the reductions given to large farms. My contention is, again, that landlords might get better rents for farms, say, from 120 to 160 acres, to what they get for larger farms. So that, I think, it would pay landlords not to consolidate the farms into large takings, for the sake of the farming population, for the sake of themselves, and for the sake of the country. I think I have finished.

25,734. Do you think they do consolidate farms now? Is not that a thing of the past, rather? Have not the landlords ceased to do it?—Well, it has been done very recently.

25,735. Has it?—Oh, yes.

25,736. Could you name instances?—Oh, yes, I could.

Mr. *Grove.*

25,737. Could you give any probable reason why farms have been consolidated?—The argument is this: it saves expense in the management of estates and buildings.

Mr. *Grove*—continued.

25,738. And keeping up buildings and repairs?—Yes.

Professor *Rhŷs.*

25,739. I fail to see the temptation for the landlords to consolidate now, and I should not think they would do it to any large extent?—But, unfortunately, it has been done.

25,740. Do you think it is going on?—I think not.

25,741. I should imagine that a landlord, who consulted his own interests now, would not consolidate very much?—I think that opinion is growing among the large landowners.

25,742. It has been done in the past, no doubt?—Yes.

Chairman.

25,743. A question is handed up by Mr. Vincent: "Mr. Corbett said at Q. 5748, 'These "'pieces of land were at the time, or had been, "'held upon leases which distinctly showed "'that they would have to give them up at "'the expiration of the leases, all but two "'cases.'" Do you deny this?—I deny it; of course I do.

25,744. But you mentioned some leases just now?—Out of the 70 odd lots that were sold at that sale, there were but 21 leases; about 49 were without.

25,745. Then this statement by Mr. Corbett that there were but two cases, is not correct?—Certainly not.

Professor *Rhŷs.*

25,746. All but 49?—All but 49. There were 71 lots sold, and about 21 of those were leaseholds.

Chairman.

25,747. Mr. Corbett's statement was not correct?—Not correct; that is my contention, any way.

The witness withdrew.

Re-examined 25,762.

Mr. EDWARD KNOX recalled and further examined.

Chairman.

See 24,760, 25,667.

25,748. You heard Mr. John's statement, that you spoke to him, and told him about those seeds, and said the seeds would not be required. Have you anything to say about that?—I think it will save time, if I simply tell you that I went over this farm with Mr. Watts, either in December or January, and there was a field that we thought was not worth ploughing, and had better be laid down, and I said to him, "I will give "you the seeds, if you will lay it down, and we will put it down grass in the agreement." I thereupon wrote to Webb's a short time after and described the nature of the soil, and told them I should want some seeds, but I would let them know later on, when I wanted them. After a short time, a few months afterwards, I heard from Watts. He said, "I am ready for the seeds.' I wrote to Messrs. Webb's, and they sent the seeds direct to Mr. Watts. I had no intention whatever, as Miss Talbot paid for the seeds,

Chairman—continued.

Chairman—continued.

that Watts should buy them, and it would be only natural that we should get them from Messrs. Webb's. We have always dealt with Messrs. Webb's, and to a very large extent, for the home farm. I do not remember purchasing anything from Mr. Edward John, except that he bought a threshing machine for me at Sir Joseph Spearman's sale.

25,749. I do not think that touches the question. Will you listen to the account Mr. John gave us. (*The shorthand writer read the evidence of the previous witness relating to this incident.*) Is that correct?—I do not think I ever mentioned, in fact I am certain that I never mentioned, the seeds to Mr. John at that meeting. We simply talked upon general subjects, and I asked him what grievances he himself had to complain of. I remember one of his grievances was, that Miss Talbot employed so many Scotchmen on the estate. I said, "At any "rate, I am an Irishman, I am not a Scotch-"man." I cannot help thinking that the misconception has occurred, through Mr. Edward John misunderstanding what Mr. Watts said to him. I never gave him the order. If I had given Mr. John the order, it would have been written. We had a general conversation, and I am sure Mr. Edward John is entirely under a misconception.

25,750. But do I understand you distinctly to deny the statement, that you told Mr. John that the order for seeds would not be given, on account of his connexion with the Farmers' Association?—I distinctly deny it, and I do not think, I should be such a fool as to say so.

25,751. I only want to know; you distinctly deny that?—I distinctly deny that.

Mr. *Grove.*

25,752. In the conversation with Mr. John, was the Farmers' Association in any way alluded to?—There was no Farmers' Association, I think, formed at that time. I think there would be a farmers' meeting, and we were talking about farmers' grievances generally; and that was the reason I asked Mr. John, what his grievance was. I said, "You are not a farmer, "what is your grievance?"

25,753. Then you had a conversation with him, as to this meeting of farmers?—Oh, yes, it was mentioned during the conversation.

Mr. *Grove*—continued.

25,754. The meeting of farmers, I suppose, was, if I gathered that rightly, I do not wish to assume anything at all, was it in consequence of the Land Commission wanting evidence; was that so?—I believe it was a meeting of the farmers, which was going on at the same time as the meeting of the Cowbridge Farmers' Club, because I am a member of the Cowbridge Farmers' Club, and we heard then, that there was a meeting going on at the same time of other farmers.

25,755. A meeting of tenant farmers?—Of tenant farmers.

25,756. With the view of preparing evidence for the Commission?—Yes.

25,757. You did have a conversation, then, about that gathering of farmers?—It was mentioned in conversation, certainly.

25,758. And generally as to the grievances of farmers?—Yes, generally as to farmers' grievances.

Mr. *Griffiths.*

25,759. You just now told us that you buy your seeds of Messrs. Webb's. (I do the same.) Do you never buy any local seeds?—I do not remember having bought any local seeds; I should not like to answer straight off; but as a rule we buy all our seeds either from Scotland or from Messrs. Webb's; a great many from Drummond, but principally from Messrs. Webbs; and whenever I supply farmers with seeds for laying down grass land, they always come from Messrs. Webb's.

Sir *John Llewelyn.*

25,760. Did you give Mr. Watts any authority to order seeds from anybody?—None whatever.

Professor *Rhŷs.*

25,761. So that if he talked of it to Mr. John, it must have been on his own impulse?—I think that is where the misconception arose. He thought that, very likely, he was going to order the seeds himself, and he misunderstood me, when I said that I would order them.

The witness withdrew.

Mr. Edward John re-called and further examined.

Chairman.

e above. 25,762. You wish to deny the statement of Mr. Knox absolutely?—My plain answer is this. You could never imagine that I assumed that Mr. Watts wanted seeds. I want to put myself in this position: how was I to know the fact that there was so much seed wanted, if I was not told so?

Chairman—continued.

25,763. I do not want to know that?—But I want to clear myself to the Commissioners. Mr. Knox did not order the seeds of me.

Chairman—continued.

25,764. But you stand to your statement, that Mr. Knox told you that he did not order the seeds of you, because you were a member of this Cowbridge Farmers' Association?—Mr. Knox did not, in the first instance, order the seeds of me.

25,765. But he told you that?—Mr. Watts told me, I was to have an order for the seeds.

25,766. Mr. Knox told you?—No, Mr. Knox did not, he never told me that Mr. Watts was to buy seeds of me, but Mr. Watts did.

25,767. I want to be quite clear about this. In your conversation with Mr. Knox did he tell you, "I have not ordered the seeds of you, "because you belong to the Farmers' Associ-"ation"?—No. What he said distinctly was this, "The reason why you have not had to "supply the seeds, was because of your con-"nexion with the Cowbridge Farmers' Associ-"ation."

25,768. That is what I wanted to know?—I have given his reply as exact as possible.

25,769. What did Mr. Knox say to you exactly?—I may say, my Lord, that I put the question to Mr. Knox distinctly and clearly.

Chairman—continued.

25,770. What was it?—I asked him the reason why he stopped Mr. Watts buying the seeds of me. Mr. Knox's reply was immediate and emphatic. He said, "For this reason, for "the action you have taken with reference to "the Farmers' Association." I then very clearly put my position——

25,771. That is all we want. You assert that positively?—That is what did pass, word for word.

25,772. That is what you say passed, word for word?—I say so.

25,773. Mr. Knox says that not one word of that conversation passed?—I do not think he can say that, if he says the truth.

25,774. That is what he says. You say that conversation did take place?—I do say so.

25,775. And Mr. Knox says it did not?—If Mr. Knox remembers the conversation, he will be satisfied that I am telling the truth. Perhaps you might examine Mr. Watts. I can get Mr. Watts, and no doubt he will tell the truth.

The witness withdrew

Adjourned for a short time.

Mr. DAVID WALTER SAVOURS called and examined.

Chairman.

25,776. Where do you live?—Fontygary.

25,777. Are you a tenant farmer?—I am a tenant farmer.

25,778. What is the size of your holding?—The size of my holding at Fontygary is 160 acres, but I also manage a farm of 400 acres for my mother, in the neighbourhood.

25,779. Have you any objection to state the rent of the 160 acres?—210*l.*, including tithes.

25,780. And your mother's farm?—370*l.* A large portion of the 400 acres, is rough land. The rent is 370*l.*, but that does not include the tithe.

25,781. Are you commissioned to speak by any body of persons, or do you speak for yourself?—I speak for the Farmers' Association. I think I ought to explain, that we met at different times, and took a great deal of care in preparing evidence. Part of the evidence has been already given, and the evidence I should like to give now is generally upon cultivation, and those subjects that have been rather lightly touched upon, at the previous sittings of the Commission.

The first point that I would wish to call your attention to, is the reduced circumstances the farmers find themselves in. We have passed through a period of very serious depression, and it has had a very serious effect upon farmers, so far as their circumstances are concerned. That

Chairman—continued.

is a matter of course. The only suggestion I should make is, that there should be a sum of money available for farmers to borrow; for instance, that the Government should advance sums of money upon a very moderate rate of interest. It is very important that every farmer should have sufficient money to carry his farm on properly.

25,782. Do you mean for farming purposes, or for the purchase of the farm?—For farming purposes. As to cultivation, it is absolutely necessary that expenses should be curtailed, as much as possible. In considering labour, it is hardly possible to reduce our labourers' wages at present, as they are paid high wages in other parts, and in other undertakings, and it is impracticable and out of all question, to reduce the cost of labour. It is almost impossible to reduce the rates, but I wish to point out that it is very desirable, that every ratepayer should take a great interest in parish matters, so as to assist the guardians and officials in spending money as judiciously as possible. As a rule ratepayers take very small interest in public matters.

The purchase of seeds and manures forms a very important item in checking expenditure. There are societies, through which manure and seeds can be obtained, but the rule is, that the cost of such seeds and manure should be paid for at the time of ordering. I do not think there is any great or particular advantage in joining, those societies. I think in the open market,

Chairman—continued.

provided you have a sufficient supply of money, you could buy fairly good and fairly cheap seeds. The great and important matter is, that the farmer should have sufficient money to carry on the business properly.

So far as the rent is concerned, and that is one item of expenditure, abatements have been made in a great many instances, but it is very desirable that permanent reductions should take the place of abatements, so that a reduction on rateable value should be taken advantage of, which is impossible at present.

Then it would be a great advantage to the tenant farmers, if there was some really good method, by which the tenants might secure compensation for permanent improvements. It is of the utmost importance, that he should keep his farm in as good and strong condition as possible. The cost of the management of a farm in good condition, is really less than managing a farm in a weak or poor condition; and it is of the greatest importance that the farmers should be induced, as far as possible, to lay out money on farms and to get them into a thorough state of efficiency. A farmer takes a number of years to get a farm in first-rate condition; it is the work very often of generations; and it is very desirable that a system should be in vogue by which a tenant should be able to claim full compensation, for all the money which he has expended on the farm, in the way of permanent improvements.

Then owing to the altered conditions in which we find ourselves, it is necessary to use a very much larger quantity of machinery, and machinery of rather a costly character. It is necessary to go to some expense to lay down this machinery, for the purpose of feeding stock. I do not know whether, in claiming compensation, a tenant would be able to claim for the improvements he would be thus making, according to the custom of the country. It is really necessary, in large farms, at all events now, that steam should be utilised.

Then it was thought desirable to encourage the growth of other crops besides wheat crops, and to turn out a number of small things, such as fruit and vegetables, and poultry farming. There are some spots, even in the vale of Glamorgan, where such things could be carried on to advantage, but only very small spots, I am afraid. Then it was felt as to the law of trespass, that under the law of trespass a great many farmers, especially near large towns, are very much annoyed by persons going over their land, for picking black berries or mushrooms, and causing great damage. We, ourselves, are at a great loss on that account, through persons going through our land, and treading down corn and doing a great deal of damage.

One of the witnesses said there are no accounts kept. We have kept our accounts regularly during the past 30 or 40 years, and we do still. I forgot to mention, that it would be a great advantage, if farmers were induced to lay down arable land to grass. If there was some

Chairman—continued.

arrangement made between landlord and tenant, whereby arable land should be laid down to grass, it would be a great advantage to the tenant.

Sir *John Llewelyn.*

25,783. You say it should be laid down to grass, by arrangement between the landlord and tenant. Do you mean that sufficient time should be given to a tenant to recoup himself for the outlay?—That is just it. I attach no importance to the first outlay of buying the seeds, but some arrangement should be made, whereby the rents and rates might be borne partly by the landlord.

25,784. I suppose the benefits would not be reaped in the first or second years, but over a period of time?—About 15 or 20 years.

25,785. You were speaking about the depression being serious. When do you consider that the present depression began?—In the year 1879 or 1878.

25,786. It has been coming, in your opinion, for the last 13 years?—Yes.

25,787. Two or three witnesses have spoken of what I should call the present depression, as having begun about three years ago?—I should not say so.

25,788. You are now speaking of the corn depression?—Yes.

25,789. Is that in consequence of the depression in the price of corn?—No doubt it is in a great measure.

25,790. Do you grow much wheat?—Yes.

25,791. Do you consider the depression has existed in the price of cattle and sheep, so long as that?—Oh, no.

25,792. How long should you say the depression, from a farmer's point of view, has existed?—That is, during the last three or four years. It has got very low this year.

25,793. Do you know the reason of the depression in the prices at present?—I should say a great deal more land is put down to grass, and a great deal more sheep and cattle raised in the Kingdom.

25,794. Do you do much in the way of dairy produce?—Not much.

25,795. Merely grow corn and fatten animals?—That is all.

25,796. You say the depression for corn commenced when—?—1878 or 1879.

25,797. And the other?—About three or four years ago.

25,798. What are the points on which you wish to say that the custom requires reform?—A very serious matter, is the laying down arable land to grass, in our neighbourhood. It takes quite 25 to 30 years to get a good face on the ground, and in some cases, it hardly pays the rates and taxes.

25,799. Does it require reform in any other respect?—There are some points I could mention, but I unfortunately have mislaid my paper just now.

Sir *John Llewelyn*—continued.

25,800. Mr. Alderman Gwilym Jones spoke about walls in the hilly districts. Have you made any walls?—Yes, a great many walls.

25,801. At present the custom would give you compensation, I think, extending over a period of 14 years?—I do not know.

25,802. If it was so, would you consider that adequate?—Oh, no.

25,803. Have you done much drainage?—We have done a great deal of drainage. I quite agree that the drains should be paid for, as long as they were in thorough good order—as long as they were useful to the land.

25,804. That compensation would only come into operation, in the case of a change of tenancy?—I should think so.

25,805. Have there been many cases of change of tenancy in your neighbourhood?—Yes, several.

25,806. And in those cases, has it been referred to arbitration by the incoming and outgoing tenants?—In nearly every case.

25,807. Do you consider that that form of arriving at a fair price, between the outgoing and incoming tenant, is an expensive form of procedure?—I do not think it is so very expensive. No doubt there is some money paid. The two umpires are paid, and some time is lost on the part of the tenant.

25,808. Do they usually agree amongst themselves, or is it necessary to call in an umpire as a rule?—I believe an umpire is called in, as a rule.

Professor *Rhŷs*.

25,809. You hold a farm for which you pay 210*l.* rent, and your mother pays 370*l.* for her farm. Those are pretty good sized farms. You must have a good many men servants on those farms?—Only one man servant.

25,810. Are they day labourers?—All workmen.

25,811. Where do they live; have they cottages?—On the Rhoose Farm, we have 10 cottages.

25,812. Have they gardens?—They have gardens, and very excellent gardens.

25,813. Of good size?—Quite sufficient. They have very good gardens.

25,814. Do any of the workmen keep a cow?—No.

25,815. On the other farm how many have you?—One only.

25,816. Then the question of accommodation for farm servant men does not arise so much in your case?—No.

25,817. Do you know if any of your neighbours have a large number of farm servants, or is it generally day workmen?—I think there are very few servants kept now, compared with what there were a good many years ago.

25,818. I was going to ask you, how they were accommodated so far as regards sleeping accommodation?—I could not tell you that.

25,819. I understand you to say, that it would be a good thing, if the Government would lend money to help the farmers to work their farms?—Yes, to help the farmers.

Professor *Rhŷs*—continued.

25,820. The farming interest is a very important one, but we could not get on, for instance, without shopkeepers and people of that sort?—No, I suppose not.

25,821. Would not they, do you think, say that they would like to borrow money from the Government at low interest?—I daresay they would make that remark, but farming is such a very important industry. It does not affect one person; it affects every single person in the Kingdom.

25,822. Would not the butcher, the grocer, and the baker be able to make a case as to their own importance?—I do not think so.

25,823. I am afraid that we should be met by this sort of parallel demand?—The only person I would be afraid of, would be the taxpayer—the general public.

25,824. The general public would have something to say, before that sort of thing could be got I should think, and they would be very likely to start that sort of argument, would they not?—I think they would.

25,825. I think you would find, every class of the community would like to borrow money in that way, and I am not sure that some of us Commissioners would not like to do so. Do you not think an argument of that sort would be fatal?—They would consider in time, that this money would assist in filling their own pockets.

25,826. I am only calling your attention to the sort of thing that might be urged against that idea?—There would be a greater amount of money in circulation. Provided each farmer farmed thoroughly well, and got the land into first-rate order, there would be a greater quantity of money in circulation, and more labourers employed.

25,827. Would it repay the money put on; do you think?—There would be no loss to the Government; they would pay interest.

25,828. Then you consider that they would be able to make the farms pay?—Yes, and refund the money.

25,829. Suppose they failed to make the farms pay, how would the Government get this money back?—There must be an arrangement, of course.

25,830. I have little imagination, and I am sorry to say, I do not quite see how it would work?—It is proposed, that the Irish farmers should have money from the Government to buy the farms, and why should not the Welsh?

25,831. That is to buy the farms; this is to work the farms?—Yes, this is to work.

25,832. Some people even object to the suggestion, that the Government should lend money to buy farms, but this is going still further. Has this thing been seriously thought out by your association?—No, it has not come before the association. We came to an arrangement, that we should each choose the subjects that had been lightly thought of or not sufficiently brought before the Commissioners, as we wished it to be.

Sir *John Llewelyn.*

25,833. Are you a relation of Mr. Jenkins of Rhoose?—No; I did live in Rhoose, for a number of years—my whole lifetime really.

Mr. *Grove.*

25,834. Do you agree with what has been stated by several witnesses, that if the tenant farmer can buy his own land, that the land would be more attended to and made to yield better?—Yes, I quite agree with that.

25,835. In speaking of the low price of meat you did not mention foreign competition. Surely the enormous quantity of foreign meat that is brought into the country, is a very serious element, is it not, in having reduced the price of English meat?—Yes, no doubt.

25,836. Then you have not mentioned the question of a land court. Have you a witness coming who could take up that point, or will you give shortly your views. Are you in favour of a land court?—It is such a very important matter, it wants a lot of thinking out. No doubt there is a grievance on small estates, I daresay it would be very useful for the landlord and tenant to go to, in case of a disagreement between them, rather than the tenant should lose the farm.

25,837. Whatever was done in that direction, you would like the tenant and landlord, first of all, to have an opportunity of conferring together and trying to get over all their difficulties, and you would only resort to the court in the case of absolute failure of other methods?—Yes.

25,838. You spoke of fruit culture. Do you think it could be utilised largely in the county of Glamorgan?—Not largely.

25,839. What fruit do you suppose would answer best?—It all depends upon the situation of the spot, and the town it borders upon. For instance, it is no use to grow many strawberries near collieries, but near a town like Cardiff, it would be useful to grow strawberries.

25,840. We have had evidence that there is large profit from strawberries in some cases, and it appears to me desirable to cultivate them. You speak of the use of steam machinery, and you think steam machinery becomes necessary on large farms?—Almost on every farm of any size a steam engine is kept.

25,841. You would treat the expenditure on steam machinery, as a matter which ought to be compensated for, in the event of giving up the farm?—Yes, I would, fixed machinery.

25,842. And buildings necessary for them?—Yes.

Mr. *Griffiths.*

25,843. Do you consider it would be well for landlords, to pay part of the rates?—We have had that before us.

25,844. There are some cases, where the landlords do now pay the tithe and the rates?—I do not think it is a matter of very great importance who pays it. I think at present, at all events, it is desirable that the tenants should pay the rates, so as to induce them to take a part, and take an interest in parish matters. What

Mr. *Griffiths*—continued.

I am afraid of is, if the landlords paid the rates, there would be a lack of public life; they would take less interest in public matters.

25,845. It would be one way of paying the rents?—Yes.

25,846. Then, with regard to the money to be advanced by Government, is it not owing to this exceeding depression we are labouring under, that you want this advance. You do not want it generally?—Of course every tenant would pay back to the Government, as soon as possible.

25,847. Is it not the extreme depression that we have come to, which calls for this?—Yes, undoubtedly.

25,848. You consider that we are in a deeper state of depression than we have been at all heretofore as farmers?—Oh, yes.

25,849. Then with regard to compensation for improvements, do you not think that the improvements should be valued as they stand, whether it is in buildings, or walls, or planting thorns against walls, and the drains. A man may lay out a lot of money upon drains, and he neglects them, and they are all choked, which is often the case?—You mean payment by results?

25,850. Yes?—No doubt, but it is so difficult to make a valuation. Supposing, for instance, a quarry was levelled and a valuer was brought to the spot and the quarry shown him; and supposing the ground was made quite even and nice, how would you ask the valuer to value? What material has he to work upon? How can he tell what labour and skill has been expended upon it?

25,851. He cannot correctly estimate that sort of thing, but a man used to that kind of work would calculate nearly?—It may be two days for a labourer, and it may be 100 days for a labourer.

25,852. It depends upon the quantity of soil taken away, and you may judge by that?—Quite so.

25,853. Then the implements used on a farm now, are far more expensive than they were?—Yes.

25,854. When we had the old Welsh plough and harrow, you could carry all the implements nearly on your back, but it is not the case now?—No, it is not.

25,855. It is chiefly arable land now?—Chiefly arable land.

25,856. Have not the tenants lost much by this change of bringing the land into pasture, in the way of implements? Their implements have become useless, have they not?—Yes, but I do not think their loss has been very much on that score, because new implements are coming out continuously, and it is necessary to keep pace with the times, and have new implements.

25,857. The farmer must have had implements before?—It is a great loss no doubt to him that there is so much land put down to pasture, and it is a great loss also to the public, no doubt.

25,858. With regard to the trespasses, do you consider that the blackberries and mushrooms

Mr. *Griffiths*—continued.

should be left to drop to the ground? How would you improve the law of trespass? Do you think the tenants should gather them themselves, and be paid for them?—Yes, I think so, as they pay rates and taxes, and pay for the land they should gather them, if they wish. At present we cannot get a mushroom; other people get them all.

25,859. You spoke with regard to accounts. Can you produce accounts for the last 30 or 40 years?—I believe I can.

25,860. Can you furnish the Commissioners with an abstract of your accounts?—Yes, I can produce all the accounts I have got.

25,861. I think it would be a most useful thing. We have not been able to obtain anything like it; at any rate not a full estimate of the expenses of the farm. You say that the land is rather slow coming to pasture; it would take some time?—Yes, a very long time.

Mr. *Griffiths*—continued.

25,862. What is the nature of your soil?—Clay.

25,863. On the limestone?—Yes, on the limestone, and the limestone is very near the surface.

25,864. Do you consider a farmer can keep more stock upon an arable farm than he can upon a pasture farm? On which farm do you think he can keep the most stock, on arable or pasture?—I should say on good pasture; pasture well laid down.

25,865. In the summer he may, certainly. Then you admit, that we are under very severe depression at the present time?—Oh, yes, terrible.

25,866. Do you not think that rents should be generally lowered?—Oh, yes.

The witness withdrew

Mr. Thomas Morgan called and examined.

Chairman.

See 808.

25,867. Where do you live?—Colhugh Villa, Llantwit Major.

25,868. You gave evidence before the Commission at Cowbridge?—Yes, I did.

25,869. Have you anything further you wish to say?—Yes, something quite different. I was asked to appear here to-day. I did not think of appearing. I objected to it, because all I had to say concerning myself I said at Cowbridge, but the farmers met at Cowbridge, and knowing that I knew a great deal about the country for the last 30 years, especially with respect to 10 or 12 miles round Cowbridge. They thought that I ought to give my evidence for the public, and they asked me to do so, as they were not prepared to come, although they promised to come for themselves, but when the time came near, they found, for some reason best known to themselves, that they could not come. I, consequently, have consented to give evidence.

25,870. What further evidence have you?—What I have to say is this, first as to the over-preservation of game, and its effect on growing crops, and the ruinous devastation caused by the game. The game devour the crops, which are grown at great expense. When there is over-preservation of rabbits especially, and pheasants, they go into the crops, and cause the devastation, which has been ruinous to some tenants I know. I am prepared to give the names of two or three, who have just asked me what is to become of them in the present situation.

25,871. Kindly name them?—The first I shall name is Mrs. Thomas, who lived formerly at Herbert's Farm, under Mr. Talbot, I believe, about 13 years ago, or somewhere about that time, she had to leave that place, after being there 20 or 30 years. I was very much acquainted with her, and had dealings with her, and knew her perfectly well; I lived close to her, within a few miles, and I knew her testimony was perfectly true.

Chairman—continued.

Sir *John Llewelyn.*

25,872. When did she leave the farm?—About 13 years ago.

25,873. That was in Mr. Talbot's lifetime?—Yes. She had to leave her farm on account of the over-preservation of game on the Margam estate. The person who rented the game from Mr. Talbot was Mr. Stacey.

25,874. Was it near Llandough?—Yes, between Llandough and St. Mary's Church. She had to leave that place penniless—I will not say anything more about her—and the place was let to another man called Evans, who is working now on the railway, as a porter at Cowbridge Station. He came also to the same end as the first tenant, about two years ago, I should think now.

Chairman.

25,875. What is the other case?—The case of Mrs. Gwyn, now living at a farm at St. Mary's Church.

25,876. On what estate is that?—On the Talbot estate again.

25,877. But it is another farm?—Yes.

25,878. Why is she leaving now?—I cannot tell you exactly on what account, she has refused to keep it up, but she has told me nine days ago that she lost some years ago in this way; that she had a field of wheat, and it was looking as if it was corning right, and she went out one evening to see when she could cut this field of

Chairman—continued.

wheat, and to her great astonishment, when she walked round she found patches the size of this table, about three or four yards square, where the heads of the wheat had been cut into within 8 inches or so of the ground, and the heads laying on the ground. She knew who had done it, or fancied so.

Sir *John Llewelyn.*

25,879. Do you mean cut with a sickle?—Yes, with a sharp instrument, whatever it was; it was not done by the rabbits or anything of that kind, but by an instrument. She went round the field, and found several places in the same way. She called Mr. David J. Jenkins, of Great Frampton, to come and see it, and after that, I believe, he called Mr. Jenkins, of Llanmihangel, who was very well known, to accompany him to the place; he did accompany him to the place, and they valued the damage done in the field, if I remember right, at about 12*l.* to 15*l.* She took a bill to Mrs. Stacey, to ask her to pay that amount for damage which was done by somebody at all events, and she told her who she believed they were, that they were her keepers. Mrs. Stacey said, "You cannot prove it." She said, "No, because I did not see them do it, but," she said, "some one must do it, and for a purpose too."

Chairman.

25,880. When was this?—About seven years ago, or it may be five years ago, something of that sort. This is her own story to me. I thought Mr. Jenkins was coming to give evidence, but I have not seen him; he is very unwell. He went to Mrs. Stacey, who would not deny that it had been done, but she was asking by whom. Well, Mrs. Gwyn could not prove by whom; she knew it was done. However, Mrs. Stacey did not pay her a farthing; she left her alone without anything. This year again, she tells me she has lost very nearly 10 acres of barley. It is not exactly what they eat, and tread down, but when corn is coming pretty near ready, then they tread it down, and it grows and it mixes with the other, and ruins the whole crop, and makes it worse in comparison to what it ought to be, if it was in a sound state. If you tread anything down, it will grow when it is wet, in a bad condition, and ruin all the other crop. She says she has lost by that 10 acres pretty near this year, owing to the game, that is the rabbits and the pheasants.

25,881. Is that farm let to a shooting tenant?—Yes, the advertisement has been now in the papers for I do not know how many months, "Llandough Castle and 15 acres of ground." It is offered month by month to the public, to be let with the game on the farms altogether, which means the parish of Llandough mostly, I should think, and also the parish of St. Mary's Church. I consider that one of the most unfair and scandalous things that a landlord can do, is to let his land to two tenants. He has two tenants and they are both interested in opposite

Chairman—continued.

directions to each other, as they possibly can be. A good farmer farms to the best of his ability. It costs him a great deal of money, and he expects to have some benefit by it, but if the landlord will let it again the second time, he has two tenants, and two opposite workmen, one workman looking for the employment of the farmer, and the other for the shooting tenant and breeding as much game as possible. They only care for themselves. The fact is that they will walk into the middle of your corn, or the middle of your seed, or whatever it is, whenever they like. Mrs. Gwyn found a keeper or two, before she actually mowed a field of clover, the second crop, with the dogs practising, and teaching them. I call it a scandalous thing, and it ought not to be. Whoever takes the farm ought to have the game as well, and I have not the least doubt by doing so, there would be plenty of game at all events to the landlord, but not to the outsider. Why should it be like it is now? I do not think it is fair that it should be so. If they want more money for the farm by letting the farm, let them pay for it, and have it, but I say it is unfair and dishonest for them to let their land to two tenants and two opposite workmen, fighting one another as to who can do the best for their masters. Those keepers are very much interested, of course, in whomsoever pays them, and with the workmen on the farm there is a great temptation that they after all will quarrel with one another and go fighting. I think the game laws should be done away with entirely, and that it should be left to the tenant and the landlord to settle the matter. Then I could name another estate, the estate of old Councillor Carne, of Nash Manor. He had a couple of greyhounds. He never failed to have plenty of game at all events; the tenants, for their own interests, and the pleasure of the landlords, were doing their best out of jealousness to one another, for fear one would have more game than the other for the landlord. When his brother came they put two keepers there, and in less than three years there was not a hare on the land.

Sir *John Llewelyn.*

25,882. Has Mrs. Gwyn made any claim for damage done by the game?—Yes, but I do not think she would make any now. She told me it was useless to do it, she knew Mr. Talbot, and I suppose Miss Talbot as well, and she knew it was no use to make it, and she did not make any claim.

25,883. The first instance, 13 years ago, was in Mr. Talbot's time?—Yes.

25,884. And Mrs. Stacey is now dead?—Yes.

25,885. And you say fresh damage has been done this year, and she has made no claim for compensation?—I cannot say. I have another instance, of Allan Bruce Pryce, Clawdd manach. The game was rented to Mr. Crawshay, and there was damage constantly, but there was no compensation. They say you can take the

Sir *John Llewelyn*—continued.

Ground Game Act in your hand; but what do they do? Mrs. Gwyn did this. She hired a man from Penlline, who was a Welshman, of the name of Benjamin Mady, to put traps down to try and catch the rabbits. He did so, and went there the next day, and found every trap broken to pieces. He said, "It is no use my coming "here; I cannot find the traps. They are only "breaking them"; and it was left. I passed the place often enough, and I saw the ground, and the damage which they had done.

25,886. So far as Miss Talbot is concerned, do you not think it would be a fair thing, to give her a chance of giving compensation?—I do not say anything against that. I do not believe in giving compensation for the tenant. When a man is a tenant on a farm, he ought to have the game for himself, and let it be between him and his landlord. I believe there is no tenant farmer to be found in Wales, who would not certainly do his best; he would be sharp and keep off poachers, and those people who had no right to go over his land for the pleasure of his landlord. I say, if the shooting is rented to another person, it is a disgraceful act, because if the fact that you have two tenants on the same land, two pair of workmen, and that they are working against one another in their—*gelyniaeth* is the Welsh word, I cannot think of the English.

25,887. It is, in their enmity or bad feeling?—Yes.

Chairman.

25,888. We understand you to say, that the Welsh farmers are glad to see the landlord, but they will not stand a shooting tenant?—Yes, that is so, and I am always glad to help them in that.

25,889. Is there any remedy that you have to propose?—I have a remedy to propose, namely, to give the tenants the right to the game entirely. I think the farmer should also have freedom of cultivation, as to cropping and sale of his crops, and what he is doing outside what he grows upon the land. I think he ought to have a free sale, instead of having an agreement under penalties. I do not say that the landlord should not protect himself by agreement from a bad tenant; I agree that he should have some clauses to prevent their robbing and ruining the land.

25,890. You advocate what is generally called free sale?—Yes, I do; I advocate as well that it ought to be a fair rent, and that there should be a good Land Bill, providing full compensation for all permanent improvements made during the last 20 years. Let it go to arbitration, according to the value at the time of leaving, if it be the case that the tenant is leaving. It would be a matter for the tenant to go to the landlord and ask him if he would do it himself, and if he would not do it himself, he should be paid for it, if he ever had to leave the farm, at what was its value at the time. I have no doubt, providing such a thing took place, there would be a great deal better farming, and they could do more with the farms than at present. Another thing I should like to recommend is fixity of tenure, with a land court cheap to appeal to, if they cannot

Chairman—continued.

settle the matter between themselves. The reason why I say that is, because I know there are other things which are a great deal more important than differences between a landlord and tenant for a small farm. But what do Governments do if one does harm to another? They try to settle it by arbitration. When a tenant goes out of a farm, he gives it to a man who knows the way to value, and the landlord and the incoming tenant do the same; if any dispute arises in the value of a farm, I do not see why he should not treat with somebody like that. I have not the least doubt but that a very few landlords would suffer by it; big landlords would never suffer, because I believe that they let their land mostly in a way, that the farmers can pay for it; but as to small landlords who have a small income, and perhaps borrow money, they have done the most they can, to injure the farmers, and the farmers have no encouragement to put money out for bettering a farm, because no sooner do they do so, than they will either have to leave, and leave their improvements behind, or have their rents raised. I know two parishes, Llanmaes parish and Llanfihangel, where you never require to have any one go between the landlord and tenant, but it is required very much, where there are poor landlords who drive their tenants, so that they cannot pay for the land and live upon it. I will now hand you a letter which I have received from a gentleman in this county, and he gave me a message as well: I will hand it in to you; it is a letter from Mr. Daniel Owen, to say that if you give a chance to a tenant farmer to improve his holding, he will do so, and do something on it. "Ash Hall, Cowbridge, Glamorgan, "31st October 1893. Dear Sir, In reply to "your letter of 28th inst. I am sorry that "having so many important engagements at the "present time, I cannot give all the details I "should wish to, but I felt I was bound to "answer your letter. Your letter is not very "clear as regards what information you require "from me, but I think I understand what you "mean. When I bought a portion of the New "Forest Down, it was all covered with gorse "and ferns. I had the land fenced in and "cleared, cultivated it on the four-course "system for many years, liberally supplying "sheep with corn and cake when on the roots. "This land when I bought it, was not worth 2*s.* "an acre to a tenant. I well remember the time, "when you remarked to me, what a splendid "crop of barley there was in the field near "'Ty Capper.' It was so. That crop of barley "yielded me 57 bushels an acre. The following "year, 1872, I had clover and rye grass in the "same field. I had six and a half tons per "acre of hay off that field that year, three tons "per acre the first crop, two tons per acre the "second crop, one and a-half tons per acre the "third crop, making in all six and a half tons "per acre. This was grown on land, as I before "said, which was not worth 2*s.* per acre per "annum. On the upper portion of that moun-"tain land, I have grown 57 bushels of wheat "per acre, and have grown 90 bushels of oats

Chairman—continued.

" on the same land per acre—about 16 or 18 " years ago, I laid it down in permanent pas- " ture, and by using the proper seeds for per- " manent pasture. (This should be noticed by " all farmers.) The general impression is that " permament pasture cannot be successful for 30 " or 40 years after it is laid down. This is a " mistake. That mountain land has produced " an excellent crop of pasture, from the time I " laid it down to the present. That pasture " land now is nearly equal, but not quite, to " any pasture in the Vale of Glamorgan. You " know the field in front of the house where " my late father resided, of eight acres which " was covered with gorse and fern when I " bought it 33 years ago, from which I made a " profit from 110*l.* to 115*l.* a year for many " years. That cannot be done now, but what I " have stated shows clearly what can be done " with waste land, with proper cultivation. See " the report in the 'Journal of the Royal Agri- " cultural Society,' page 300 (1872) as to my " mode of farming, which report was written by " Messrs. Finlay, Dunn, Boustead, and Jenkins " who acted on the behalf of the Royal Agricul- " tural Society of England. They were all " strangers to me, consequently you have a true

Chairman—continued.

" version of what has taken place on this moun- " tain land. Yours faithfully, Daniel Owen.— " Mr. Thomas Morgan, Colhugh Villa, Llantwit " Major."

Mr. *Griffiths.*

25,891. Is it a fact that two tenants have failed, owing to the over-preservation of game on the same farm?—Yes.

25,892. And yet the landlord cannot see the evil of it?—No, I suppose he cannot, or else he would not offer it again. I know it is offered again, and I suppose on the same principle as before. I saw hundreds of pheasants close to me this day week, at any rate not less than 150 on a small spot, on some of the best land in the Vale, and 150 rabbits were killed close by me this week.

25,893. Do the tenants object to the shooting of the game being let out?—Yes, they do.

25,894. Do you not think in the event of your not getting a remedy, it would be better for the tenant to have the game in his own hands?—Yes.

25,895. Do you not think it would be better for the tenant himself to rent the game?—Yes, exactly, if he chose to do so.

The witness withdrew.

Mr. GODFREY L. CLARK called and examined.

Chairman.

25,896. You do not want to speak on the general questions?—I only wish to go through the heads of the syllabus.

25,897. Then we will confine ourselves to your own estate, and not go into the generalities. You are the son of Mr. G. T. Clark, the owner of the Talygarn estate, in the county of Glamorgan?—Yes.

25,898. What is the size of your estate?—About 900 to 1,000 acres.

25,899. I suppose there is no inquiry made as to language, politics, or religion?—No.

25,900. Is your agent an experienced man?—Yes, he is present here. Mr. David is the agent, and he is a properly qualified land agent of great experience, I believe.

25,901. What is the date of entry on your estate?—The 2nd of February.

25,902. Of course the tenancies are yearly?—Yes.

25,903. There is no demand for leases?—None.

25,904. How many changes have you had in 20 years?—Practically, none. One man gave up and died; at least he died, and his son followed on, and he gave up, and one of our servants' sons married the daughter. That is the only change, I think, that has taken place in, roughly, 20 years, or perhaps rather more.

25,905. There are no cases of hardship?—There have been no complaints.

25,906. You give compensation if you resume occupation?—Well, it has not occurred.

25,907. You put in the agreement?—Yes (*handing agreement*).

Chairman—continued.

25,908. Will you tell us anything about the rent?—In what respect?

25,909. The rent of the 562 acres is how much?—389*l.*; about 14*s.* per acre.

25,910. And the remainder of your estate is in hand?—Yes.

25,911. How is the rent fixed?—It was fixed originally by valuation, and it has never been altered since we came there.

25,912. Is the rent the same as when the estate was purchased?—There has been no alteration.

25,913. With regard to abatement, can you hand in any statement?—Yes.

25,914. What abatements have you made?—Shall I put in the agreements.

25,915. Yes, I think so, if you will. (*Witness handed in agreements.*) The Commission will look over them. When is the rent paid after it is due?—About five or six months after it is due. It goes through the agent's hands.

25,916. Then the tenants pay the tithes, rates, and taxes, do they?—Yes.

25,917. What is the average size of your farms?—They vary. They average, I suppose, about 100 acres, if you average the five of them.

25,918. With regard to permanent improvements, that is important. What improvements do you make?—All permanent improvements.

25,919. Can you hand in a statement about the improvements?—Yes (*handed*).

25,920. The total is 3,305 in 30 years, is it not?—Rather under 30 years—since the property was bought.

Chairman—continued.

25,921. How about the haulage?—The custom is, in small matters, for the tenant to do the haulage, but in permanent repairs entailing new building, we do the haulage.

25,922. Then you have got your compensation provided, I suppose, by the clauses in the agreement?—Yes.

25,923. Do the tenants claim under the custom of the country?—Yes, my Lord, they would; it hardly arises.

25,924. Then how about the game. Have you got much game on the property?—No keeper.

25,925. Have you got any hares?—There was one seen, I believe, this year.

Professor *Rhŷs.*

25,926. They are not quite extinct?—This is the only one I have heard of, and it was made a good deal of. It was in our own field, too.

25,927. Then they will be extinct?—Very probably, I should think, in our part of the world.

25,928. You do not think there is much damage; there is no damage complained of by the game?—No, I think I may say, none. Once a man complained of rabbits, but I think he had no reason to complain afterwards. It was settled, and the compensation was given to him on his own terms.

Mr. *Grove.*

25,929. We can go on to the question of proprietor farmers. Are there any proprietor farmers in your neighbourhood?—Freeholders?

25,930. Yes, freeholders?—No, I do not think so.

25,931. And the farmers and their wives, of course, work together, and work very hard?—Yes, there is no doubt about that.

25,932. What wages do you pay your labourers?—From 18*s.* to over 1*l.* a week, with a house, and in most cases a garden, with a nominal rent.

Mr. *Groves*—continued.

25,933. Are your cottages pretty good?—We are improving the cottages, the old cottages were abominable places.

25,934. They were very bad?—They were very bad; but people are getting more particular now, and there is a greater demand for them.

25,935. Have you any allotments or any demand for small holdings?—There is a fair demand for allotments—not for small holdings—there would be, I believe, very rarely.

25,936. There might be if they were offered?—There might be.

25,937. What is the tenure of a cottage?—A labourer's cottage is occupied as long as a man is employed by us, and we make no changes if a man comes on, and is a steady, good man; he is first of all probably taken on at a temporary job, to see what he is like, and, if he is a good man, he is kept on permanently, for good and all.

25,938. Are the relations between your tenants and yourself very friendly?—I believe so.

25,939. Have you anything to say about the improvements you have made?—I believe the schedule speaks for that.

25,940. We will print the schedule in the Appendix, if you please, and then that will explain itself?—There are more still going on, I might say.

Professor *Rhŷs.*

25,941. Those labourers are not found their food or board at all?—Do you mean do we find it?

25,942. Those who are paid 18*s.* to 1*l.* a week you do not find food for?—No, they are out of door labourers, farm labourers.

25,943. Are there any farm servants on your farms?—Do you mean kept by the tenants?

25,944. Yes?—No, a man and a boy I should think, would be the outside.

25,945. I was going to ask about the accommodation for them, but in that case it is of no use?—No.

The witness withdrew.

Mr. EDWARD KNOX called and examined.

Chairman.

See 5001 25,761.

25,946. You are the agent for the estate of Miss Talbot, the Margam estate?—I am, my Lord.

25,947. How large is that?—The Margam estate consists of 30,000 acres, of which about 12,000 are mountain land.

25,948. Are there any manors on it?—There are 14 manors, the courts are held once in every year, and the officers are stewards, constables, and haywards.

25,949. Would you hand in a list of those manors. If you have not one now you can send us in a list?—Yes, I can send in a list. I have a list here which I will write out afterwards.

25,950. You have in your statement the word "copyhold." Is that the copyhold rents, or is

Chairman—continued.

that the freehold rents?—That is the copyhold rents.

25,951. What are the rents on the estate? What do they range from?—The rents range from 2*s.* 6*d.* an acre, to 35*s.* or 45*s.* an acre. They are 45*s.* an acre in some few instances.

25,952. Have you had any recent enclosures of waste?—No, there has been no enclosure, except 30 or 40 years ago, at Newton Down. Mr. Talbot then got about 20 or 30 acres allotted to him as his share. It was an enclosure by Act of Parliament.

25,953. Do all your tenants speak English?—They all speak and understand English. I never find any difficulty in conversing with them.

Chairman—continued.

25,954. Do you speak Welsh yourself?—No. I only know a very few words.

Professor *Rhŷs.*

Those are important words, I suppose.

Chairman.

25,955. Have you ever asked a tenant about his religion or political views?—No, I have never done such a thing.

25,956. You have had a training as agent?—Yes, I gave evidence as to that at Swansea, when you were down before, my Lord. I was a sub-agent on a neighbouring estate, belonging to Lord Wimborne 10 years ago.

25,957. What is the date of entry on the Margam estate?—The day of entry is Lady Day.

25,958. There are yearly tenancies, of course, and no demand for leases?—No.

25,959. Have you many changes?—There have been seven changes on the whole estate this last Michaelmas; that is, to enter next Lady Day.

Sir *John Llewelyn.*

25,960. Out of how many holdings?—I do not know how many holdings there are. There were seven changes, six of which were caused by death, and one of which was caused by a widow, who is going to take another farm on the Margam estate. I may say that I had 24 applicants for that farm, which was a farm near Cowbridge.

Chairman.

25,961. When you resume occupation, do you give compensation?—Miss Talbot makes it a practice to give compensation nearly always, as a rule, for laying down grass land, and I think that in any alteration of the custom of the country, it would be a very good thing if it was made compulsory, that the tenant should be recouped for land that was laid down in grass. At present his only remedy is to plough it up or threaten to plough it up as he might do, and so get the bill for ploughing, and as it is a great advantage when land is well laid down to grass, and the landlord can probably get a better rent for it in consequence, I think the tenant ought certainly to be paid for it, and Miss Talbot does that.

25,962. Will you put in your agreement?—I put in the agreement during Mr. Talbot's time (*handing*).

25,963. What is your present agreement?—This is the agreement at the present time, under Miss Talbot (*handing*).

25,964. Are there any clauses that the tenants think hard in this agreement?—I have never had any tenant object to sign the agreement. I have sometimes had to explain to him two or three clauses, but I find as a rule, that they are only too anxious to come under the new agreement, because under Mr. Talbot's agreement they had to do all the repairs themselves, and under Miss Talbot's agreement everything is put into repair, the buildings, fences, gates, and everything, and materials are supplied for repairs.

Chairman—continued.

25,965. In Mr. Talbot's time they had to do the repairs themselves?—They had to do the repairs themselves, and Mr. Talbot's practice was to reduce the rent 10 per cent., so that the tenant should do the repairs.

25,966. With regard to these agreements do they all have a copy signed by the landlord?—They all have a copy signed by Miss Talbot, and a map of their farm, which they appreciate very much indeed. That map has every gate marked upon it.

25,967. Then you fix the rent at so much an acre, do you not?—I always go over the farm when there is a farm to let, and I put down how much I think each field is worth, and then I add it together and arrive at the gross total.

25,968. Is it considered a high rented or low rented estate?—I think, as a rule, my Lord, that the Margam estate is considered low rented. I may say that the county council two years ago, were dissatisfied with the valuation of Margam parish, and they appointed a gentleman to value it, who had been a tenant farmer. I am sorry to say that he died two or three months ago. The result of his valuation was that out of 107 holdings in Margam parish, 62 are held at rents below the gross estimated rental put by this gentleman, 29 are held at rents equal to the gross estimated rental, and only 16 are above the gross estimated rental. Off all these rents, Miss Talbot took last year 15 per cent.

25,969. You have told us about the rents. I think you said they went up to 35*s.* an acre, did you not?—There is land that is let at 45*s.* an acre, to butchers—small fields—but I do not think there is any farm that would average anything like that; 30*s.* or 32*s.* per acre, I think, is the highest rented farm on the estate.

25,970. Do you expect any services from the tenants besides paying the rents?—None, my Lord.

25,971. The farms, I suppose, you do not let to the highest bidder?—No. When I let this farm the other day near Cowbridge that I told you I had 24 applicants for, the tenant remarked to me, when I told him what the rent was, that I had not put it up to him because there were so many applicants. I let it to him for 18*s.* an acre, and I should have easily got 20*s.* or 22*s.* if I wanted it. I took him because I knew he was a good farmer, and I found out afterwards that he was a nonconformist, and it made no difference to Miss Talbot.

25,972. Are the rents the same for the last 50 years, or have they been put up?—I think the rents have been raised in some cases, but the rents have not been raised in Miss Talbot's time, except in a very few instances. Under the new agreements, although Miss Talbot has done all these repairs, and has spent 31,000*l.* upon the estate, she has hardly raised the rent in one case,

Chairman—continued.

The rent is the same as when the tenant was under covenant to repair.

25,973. What abatements have you given?—Miss Talbot gave an abatement of 15 per cent. last year.

25,974. Anything before that?—No, Miss Talbot has only had the property three years.

25,975. Have there been any abatements on the property before that?—I think Mr. Talbot gave an abatement of 25 per cent.

25,976. In the year 1886?—Yes, in 1886, and there was another abatement.

25,977. Of 20 per cent. in 1881. Is that so?—Yes, that is so.

25,978. When do you collect the rents?—The rents are collected six months after they are legally due.

25,979. Have you anything to say about preferential claim?—I think that the tenants as a rule, would much prefer the landlords to have a preferential claim, as it prevents small tradespeople levying a distress on them, which they might otherwise do.

25,980. Have the local rates been increased within the last 25 years or not?—I am sorry to say they have been very much increased. Speaking about rates, my Lord, I think that as the tenant does not benefit from the drainage and water supply of the urban district, or local board district in which he is, that it is very unfair that his land should be taxed as well. I think it is a great hardship. A professional man only pays rates on his house. He does not pay anything on his income, although it may be 1,000*l.* a year, and in this way a farmer is very much handicapped, especially when he happens to live in a local board area.

Professor *Rhŷs.*

25,981. That is the sanitary rate which you think he ought not to pay?—That is so.

25,982. He ought not to pay any part of it do you think?—Only upon his house. His house is rated separately now to his land.

Mr. *Richard Jones.*

25,983. But is there no outer circle formed in local board districts?—No, not in Glamorganshire.

Mr. *Richard Jones.*

I think it is the tenant's own fault.

Chairman.

25,984. What is the average size of your farms?—There are some mountain farms as much as 700 or 800 acres; but, of course, it is mostly mountain land let at 6*d.* or 1*s.* an acre. I should say the average size farm was 150 or 120 acres.

25,985. Is there any scarcity of labour do you think?—There is a great difficulty in getting labour, because we are so near the

Chairman—continued.

colliery districts, and there is a large amount of land lying down by the sea, which we call Margam Moors, and we try, if possible, to let one field on the moors to each tenant on the hills, so that he may get hay from it. The ditches previous to the last two years, there have got into a frightful state, owing to the tenants not being able to get labour to clean them out, and Miss Talbot said that if the tenants who had got this land would pay a drainage tax, like they do in Yorkshire and Lincolnshire, of 1*s.* per acre, that she would undertake this, and the tenants have been most grateful for it. It has been done during the last two years, and for the last two years it has been carried on at a very great loss, because it had got into such a bad state; but I hope that in two or three years' time we shall be able to make ends meet, as it has been very expensive for Miss Talbot.

25,986. Do you give drain pipes?—Always when they are asked for.

25,987. Miss Talbot puts everything into repair, I suppose, under the new agreement, does she not?—Yes, my Lord.

25,988. There is no contracting out of the custom of the country, under the Agricultural Holdings Act?—None whatever; the agreement does not provide for that in any way.

25,989.—When compensation is to be paid do you and the tenant appoint valuers; is that how it is done?—Yes. I think it is fair for Miss Talbot to appoint a valuer, rather than leave it in my hands; so that I make a practice of appointing a valuer for Miss Talbot, and the tenant appoints a valuer to act for him.

25,990. With regard to the practice of selling sheep in going out of the hill farms, does the tenant sell the sheep?—It is the practice for them to do it. I am sorry to say that of late many of the mountain sheep have been in such a bad condition, that it has been impossible to sell them, and that the incoming tenant would not take them over.

25,991. What has Miss Talbot done, with regard to improvements in repairs and buildings?—Miss Talbot has during the last three years, spent in repairs to farms and new buildings, 31,000*l.* She has put 36 farms into a thorough state of repair. She has spent 6,000*l.* in providing new cottages and putting old cottages into a good state of repair, and she has provided a water supply to over 300 cottages on the estate, at an expense of 1,800*l.* These cottages had not got water before, and Miss Talbot has supplied it at her own cost.

25,992. We have heard a good deal about your game. What can you tell us about that?—I can only say, as I said at Swansea, that I have not had any complaints. Since the Commission has arranged to come down here, I have heard several of the tenants saying, that they were going to speak about the game; but I have heard nothing definite. I have heard charges made against the keepers, but I have told many of the tenants that if they have anything definite whatever to bring up against a keeper, it shall be investigated at once, and if the keeper is in the wrong, he shall be sent away;

See 498 26,183, 26,240.

Chairman—continued.

but I cannot get anything definitely stated. I am sure Miss Talbot does not wish that there should be any over-preservation of game.

ee 25,870. 25,993. Is there any of the estate let for game?—The late Mrs. Stacey, who died, had the Llandough estate near Cowbridge (which belongs to Miss Talbot) on a life lease, and when Mrs. Stacey died the lease reverted to Miss Talbot. I have been unable to let it, and one of the reasons is that the game book is so very unsatisfactory, and there is so very little game that I cannot get anybody to take it. There is only one day's covert shooting on the whole property, and there is very little to shoot. Mr. Thomas Morgan made a statement about two tenants, who had left owing to the game. One of them, he said, had left in Mr. Talbot's time, and I do not know about that one; but I have inquired from several tenants in the room, and they tell me that the facts are that the first was a widow, who left at her husband's death; that had nothing whatever to do with the game. The other, the second case, left in Miss Talbot's time, and, to my knowledge, it had nothing whatever to do with the game. There is no covert on the farm, and there is hardly any game to be seen. The farm unfortunately had got into a frightful state of cultivation, and it was that farm which was mentioned in regard to the seed. Mr. Watts has taken it, and I am glad to say he has already made it look very different to what it was two years ago.

Mr. *Grove.*

25,994. Is that Mrs. Gwyn?—No, that is not Mrs. Gwyn. Mrs. Gwyn's farm was taken by trustees for herself and her children, and when the children came of age, the trustees gave up the farm—this Michaelmas. Mrs. Gwyn has taken from Miss Talbot another farm, a smaller farm on the same estate. I had got a note about

ee 25,339. the game that Mr. Thomas David of Hafod Haulog gave evidence yesterday about, and of his complaints in regard to the game. I can only say, that he never has complained to me about game, except with regard to the deer. About two years ago several of the deer got out of the park, and he mentioned that they did him damage; and perhaps they may have done. At any rate Miss Talbot gave instructions that these deer were to be killed at once, and although it was out of the season, the deer were killed. That is the only complaint about game that I have had from Thomas David of Hafod Haulog. He and his son both carry a gun, and shoot hares and rabbits. Last year on the whole of the beat on which his farm was situated, there were only 35 hares and six rabbits killed—the Hafod Haulog beat. I think, Sir John, you know it.

Sir *John Llewelyn.*

25,995. The Bryndu side?—The Bryndu side.

Chairman.

25,996. Are there any peasant proprietors or small freeholders?—No.

25,997. And I suppose as to the tenant farmers, your evidence is the same as everyone else's.

Chairman—continued.

They work very hard and are very industrious?—Yes, but I consider that the sons working on their father's farms, work there to serve a kind of apprenticeship. Everybody has to serve an apprenticeship for a trade, and if you serve an apprenticeship elsewhere you have to pay for it; they get their apprenticeship, without paying for it. I think it is fair to look at it in that light.

25,998. With regard to the labourers, are they pretty well off on the Margam estate?—Yes, because there is not as much labour as we should be glad of.

25,999. Is the cottage accommodation pretty decent?—Miss Talbot's wish is that there should be three bedrooms in each cottage, and so far as possible it is my endeavour to provide that.

26,000. Have they got gardens?—They have all got gardens.

26,001. Are they held by the landlord or the tenant farmers?—The cottages as a rule are held by the landlord direct.

26,002. When do you think that the depression began?—I think that the depression has been going on and off ever since 1879; it is undoubtedly worse at the present time, owing to the prices of everything being depressed, except the price of hay and straw, and one may say the price of butter; but with the exception of those, everything is depressed in price.

26,003. Have you anything to suggest that would remove this depression in any way?—My only suggestion is relieving the farmer of some of the rates, as I have mentioned, making the people in the towns who get the benefit of these things pay for them, whereas the farmers who do not get the benefit, ought not to pay. That is the only suggestion that I can think of.

26,004. Have you anything to say about the land courts, which we have heard a good deal of, the suggested land courts?—I am afraid that in many cases, the tenants would not be so well off, as they are at present. If there was a land court, I suppose there would be an official valuer appointed, who would value in the same way as this official valuer valued for the county council two years ago. His valuation gave great dissatisfaction, and the tenants went to the assessment committee and asked for their assessment to be reduced; the assessment committee said that they did not care what Miss Talbot let the farms for, but that they would take the valuation of the official valuer; so that in many cases, as I say, the tenants are paying at a higher rateable value than the rent they are paying Miss Talbot.

26,005. You consider the relations between Miss Talbot and her tenants are very satisfactory?—I am quite certain of it.

Sir *John Llewelyn.*

26,006. Will you tell us about the custom of the county in Glamorgan. Is that as applicable to western farms as it is to the eastern farms on the Margam estate?—On the Margam estate it is applicable throughout. The custom goes up to Neath.

Sir *John Llewelyn*—continued.

26,007. Do you find it equally good upon the mountain farms as upon the lowland farms?—Yes, equally good.

26,008. It was first applicable to the lowland farms, and it was found to be applicable to the upland farms as well?—Yes.

26,009. Are you now keeping down the rabbits, to the best of your ability, over the estate?—With the exception of one or two farms that adjoin the coverts, and one farm where the tenant is, under a special clause in his agreement, that he shall be paid for any damage done, and he has only to send in a bill; there is hardly a rabbit on the estate.

Professor *Rhŷs*.

26,010. Do the tenants clear away all the game when they have a free hand?—Oh, no; as a rule, with regard to the rabbits, the rabbits are cleared away by Miss Talbot's orders; there are not rabbits for them to shoot, but with regard to the hares, there are hares at Hafod Haulog, where I say the tenant shoots them.

26,011. And partridges and pheasants?—And partridges and pheasants.

26,012. Amongst the things that you mentioned just now, as not having gone down so seriously in price, was butter?—Yes, butter; that remains about the same price, and has for the last 10 or 12 years.

26,013. In North Wales we heard that pigs maintain their price. Is that so in South Wales?—They were a little higher a short time ago, they have gone down again.

26,014. Do your tenants rear pigs to any extent?—Not to any great extent.

26,015. They might do more, you think?—Yes.

26,016. Is there any reason why they should not?—No, none whatever.

26,017. Do your tenants have farm servants or day labourers mostly?—Some of the larger tenants have farm servants; of course the smaller tenants only have day labourers.

26,018. In the case of farm servants, where do they sleep?—In the house, where they have farm servants.

26,019. Under the same roof as the farmer himself?—Yes.

26,020. Have you ever heard any objection to that?—No, I have not heard any objection to it. Of course it necessitates a rather larger kitchen, than would be necessary otherwise.

Mr. *Grove*.

26,021. Is there much damage in certain parts of your estate, from copper smoke?—I am sorry to say that there has been a great deal of damage.

26,022. Was there a valuation made of those farms where such damage takes place?—Yes.

26,023. I saw it in the newspaper?—Yes; and the rents were reduced by Miss Talbot from 35 to 75 per cent. in consequence of that.

Mr. *Grove*—continued.

26,024. So that what we saw in the paper was correct?—It was.

26,025. It was 35 to 75 per cent.?—It was so.

26,026. And was that valuation made recently?—It was a result of four valuations which had been made. There were four valuations made at different times of the year; as we were going to law about it, and it was necessary to have the facts very accurate, we had four different valuations, and it was the result of all four. There was a Mr. Ronaldson, a member of the Council of the Royal Agricultural Society; he was one of the valuers and is a very well known agriculturist.

26,027. Has that reduction of a very large per-centage stopped the claim, or put things right without a law suit?—Miss Talbot obtained an injunction against the Copper Company, but I am glad to say that I believe they are going to settle with Miss Talbot and that they are going to stay on. Miss Talbot had no wish to drive them away; it was simply that she said she could not have the estate ruined and not be paid for it. They are also going to use an improved process, which will not do so much damage in any case, and I think that is more satisfactory almost than anything.

26,028. No doubt it is?—Yes.

Mr. *Seebohm*.

26,029. With reference to the custom of the Vale of Glamorgan, you have estates outside that custom, have you not?—I have nothing to do with any portion of Miss Talbot's property which is outside.

26,030. But she has property outside?—She has property in the Peninsula of Gower, which is outside.

26,031. Do you see any practical difficulty in extending the custom to those Gower estates, by inserting a clause in the agreement, that the custom shall prevail?—The only difficulty that I can see, is the difficulty which Mr. Osborne Sheppard mentioned at Swansea this week, and that is, that a tenant might object to go out of a farm on a different custom to what he came in on. I do not quite see how that is to be got over.

26,032. As to an incoming tenant, he would not like it?—I do not suppose it would make any difference to the incoming tenant, because he would start on that basis, but the tenant who had already come into the farm on a different custom, would object to go out on another custom.

26,033. But would he object to go out on a better custom, would he not get more under the custom of Glamorgan?—I think, sir, as a rule, the Welsh do not like any changes; they are very conservative in that way, and I do not think they would like any change in that respect.

26,034. Then you think that, bad as their customs are, it would be very difficult to get them altered, except by Act of Parliament?—I cannot help thinking that that is the case.

Mr. *Richard Jones.*

26,035. What is the character of the land that is let at 2*s.* 6*d.* per acre?—High mountain land.

26,036. And the part that is let at 45*s.*, I take it, would be accommodation land?—Accommodation land near Bridgend, and near Port Talbot.

26,037. You say that provision should be made in your custom, for the laying down of pasture land. In the absence of that provision, do you know of any cases, where tenants have written to their landlords for their consent, to lay down pasture according to the 1st Schedule of the Agricultural Holdings Act?—No, I do not know of any case.

26,038. Have there been any cases of laying down permanent pasture?—There have been cases of laying down permanent pasture, and I am glad to say that they are occurring every day, that the farmers are seeing the benefit of laying down land which, when prices of corn were good, was very profitable for ploughing and which is now, with the present prices, absolutely impossible to make anything of, and so they are laying them down, and I believe in a few years time there will be great benefit from so doing. I believe that has been done in Denmark largely. Denmark was an arable country a great many years ago, and now it is a pasture country.

26,039. Of course, you know that laying down pasture, is a very costly proceeding on the part of a farmer?—It is very costly.

26,040. And that if he left his farm, he would not get any compensation whatever for it?—It is for that reason I suggest that the present custom be amended, and that it be compulsory to compensate him.

26,041. What is the reason that the tenants do not write to their landlords, to obtain their consent, according to the Agricultural Holdings Act?—I am afraid that very many tenants have never read the Agricultural Holdings Act.

26,042. They rely entirely on the custom?—Yes, they rely entirely on the custom.

26,043. Are they aware that they would not get any compensation for laying down permanent pasture?—I cannot say what they are aware of, or what they are not aware of.

26,044. I think that Mr. George Thomas, of Ely Farm, made a similar suggestion to what you have made?—He did at Cowbridge.

26,045. Are any of the tenants on the Margam estate still under the old covenant?—The old covenant to repair?

26,046. Yes?—The great majority are under the old covenant to repair.

26,047. Do you not think that is the reason in many cases, perhaps generally, why the rateable value is higher than the rental? Of course the farms are let on the condition that the tenant does the repairs, and they are let so much lower accordingly?—Yes.

26,048. But the officers of the county council would not recognise such a thing; they would take the value of the farm with the buildings on it?—Yes.

Mr. *Richard Jones*—continued.

26,049. Is it not possible, that that is the reason, why the rateable value is higher than the rental per acre?—I can only say that it is rather an unusual thing for that to be so. I do not know what was in the mind of the valuer, because I did not speak to him on the subject. I only give it for a fact; how he arrived at his valuation I cannot say.

26,050. Of course he would take the buildings into calculation, in arriving at the value of the farm?—But if the buildings were in a bad state of repair, he would have made the rateable value less, would he not, instead of more?

26,051. Yes, he would, if they were bad, certainly?—I am sorry to say that the buildings are in a bad state, many of them, on these farms that he has valued higher than we rent them at.

26,052. But does it not occur to you, that that is a reason why the rateable value should be higher than the rental?—It may be a reason, certainly.

26,053. How far does the local board area of Bridgend extend?—I could not say how far the local board area of Bridgend extends. I do not think that the local board area of Bridgend extends very much out of the outskirts of this town, but the local board area of Margam extends over the 18,000 acres of Margam parish.

26,054. Are the sanitary rates and other rates very high?—Yes, they are very high; they are 2*s.* 1*d.* and 2*s.* 3*d.* now.

26,055. Has there been no application made by the farmers to the Local Government Board to form an outer circle within the area?—Unfortunately the farmers are in a great minority, and it would be absolutely useless for them to do anything; the people in the town would outvote them at once; that is the hardship. My idea is that if the farmers did not pay this sanitary rate on their land but only on their houses, it would do away with a great deal of the difficulties that a sanitary authority often has now in respect to drainage, because, as the farmers have to pay this rate, for which they get no benefit, of course they oppose all drainage schemes. If they had not to pay for this drainage, they would not oppose the drainage schemes as they do. I think it is only right that they should oppose them, as they get nothing for it.

26,056. It is not a question of voting, you know. If they made an application to the Local Government Board, they would send down a Commissioner to make an inquiry. If he was convinced that they had a good case they would be exempt to a certain extent from these sanitary rates?—But would it not be only on the recommendation of the local board, not on the recommendation of a small portion of the ratepayers. Would not there have to be a public meeting convened and a vote taken at a public meeting. I defer to Mr. Brynmor Jones upon the point.

Mr. *Brynmor Jones.*

26,057. What is the point?—Mr. Richard Jones was saying that if the farmer ratepayers in the local board district were to apply to the

Mr. *Brynmor Jones*—continued.

Local Government Board, they might have an area mapped out, in which they would not have to pay the sanitary rate, the district rate on their land. But my idea is (I may be wrong) that that could only be done, after calling a public meeting of all the ratepayers, and that there would be a poll of the parish if demanded.

26,058. This is my impression, but of course one could not give a definite answer, without looking to the Act of Parliament?—I am afraid that is so, and then as the townspeople were in a great majority, the farmers would have no chance upon the point whatever.

Mr. *Richard Jones.*

26,059. I am not certain upon the point, but I thought it was otherwise?—I will certainly look it up, and if we can do anything in Margam parish, you may be bound we shall.

Mr. *Brynmor Jones.*

26,060. It is impossible to remember the whole of these Acts of Parliament?—Yes. If I might make one suggestion about repairs, I think it has been generally conceded that farmers prefer to rent under large landowners than under small landowners, and I think one or two witnesses, one witness at least, said to day, that small landowners could not afford to put up the buildings that were necessary and do the repairs. What I think would be a very good thing, if it could be possibly arranged, would be that the Government should lend these small owners money at the price of Consols, so that they might do the necessary repairs, because I am quite certain that a tenant cannot pay rent unless he has proper buildings. I think if the Government would lend these small landowners money at 2½ or 3 per cent., they would be able to do what is necessary. They have to borrow money now at 5 and 6 per cent., and it is almost impossible for them to do it with the present rents.

Mr. *Richard Jones.*

26,061. You make that as a recommendation?—As a recommendation.

Mr. *Seebohm.*

26,062. May I ask whether yours is a rural sanitary district or urban?—It is a local board area, which combines the offices of a rural sanitary authority and an urban sanitary authority. It is what would be a district council, when the District Councils Bill passes. It will be a district council instead of a local board.

Mr. *Griffiths.*

26,063. You have had some experience in farming in England—Yorkshire—have you not?—I was agent for seven years in Yorkshire.

26,064. What might be the difference in the manner of living between the Welsh farmer and the English farmer?—I think, as a rule, the Welsh farmer lives more simply, because, as a rule, the holdings are smaller. On the estate where I was in Yorkshire, the holdings were very large, and the farmers were as good as the landlords really.

Mr. *Griffiths*—continued.

26,065. Some of them drove in their carriage and pair, I think?—Yes, I am afraid they are not doing that now, but they were.

26,066. I notice again in your statement, that you have given abatements in 1886 of 25 per cent.?—Mr. Talbot did that.

26,067. Do you not think, that you should have given the same abatement in 1892 as that. The abatement in 1892 was 15 per cent. Do you not think the times in 1892 were equally as bad as, if not worse, than they were in 1886?—I think, sir, that if you put against that the enormous sum that Miss Talbot has spent on her estate in the last three years, one will weigh against the other.

26,068. You give the same abatement to all tenants, then?—Yes, all alike; with the exception of a tenant having only a rental of 10*l.* a year. I think it was for tenants of 15*l.* and upwards.

26,069. Yes, we had that yesterday, I think?—I speak from memory upon that point.

26,070. You spoke just now, about the sheep having got into a bad state. How do you account for that?—Only the sheep in the area of the copper smoke district. The sheep in the other parts of the Margam estate are as good as and as healthy as ever they were.

26,071. They are not healthy with the copper smoke?—They are not healthy with it.

26,072. Do you think Miss Talbot would allow the game to be let to the tenants; we have had a tenant before us, who would gladly take the game himself?—I believe Mr. Talbot's idea was, that the rents were low, and one reason was, because the tenants might have to put up with something from the game. I may say that the rent of Mr. Thomas David, of Hafod Haulog, who complained to you about the game, although he had never made any complaint to me, is only 7*s.* 9*d.* an acre. He holds 167 acres odd at 65*l.*, and that equals 7*s.* 9*d.* an acre. I am quite certain, that his farm is worth more than that, unless something were taken into account.

26,073. I quite see that. But if a tenant should now come to you, and ask you to let him the game that is let now to another, would you be disposed to do it?—I cannot say what Miss Talbot would be disposed to do.

26,074. You are agent, I should have thought you knew her mind pretty well. Then do you deny the statement that we had just now, that two tenants left the land, owing to the game, penniless?—I do, entirely. I asked one of the principal tenants, I do not know whether he will allow me to give his name, as it was before my time. I asked two principal tenants in the Vale of Glamorgan, and they told me, that the game had nothing whatever to do with it. I am sorry to say there were other reasons, and I think I had better not enter into them, as they were personal reasons which have nothing to do with this.

Mr. *Brynmor Jones.*

26,075. We had at Gower something about the Gower estate of Miss Talbot amongst others, and it turned out that the farm buildings and so forth, were in a very sad state of repair down there?—In Gower.

26,076. Yes?—I do not know anything about Gower.

26,077. I was going to ask you whether on the Margam estate, the outbuildings and farm buildings were in a better state than at Gower; but if you do not know Gower you cannot form a judgment?—No, I cannot say.

26,078. Then, at any rate, you do not approve of the late Mr. Talbot's policy?—I do not think that the 10 per cent. which he took off the tenants' rent, did either the estate or them any good whatever.

Mr. *Richard Jones.*

26,079. Your answer to the preferential claim to rent is this, that the farmers are in favour of a preferential claim as a protection against small tradesmen. I suppose you would consider that when a farmer obtains goods from a tradesman, the debt is as honourable on the part of the tradesman, as rent due to the landlord?—Yes.

26,080. Do you not think that a tradesman is as entitled to his debt as the landlord is to his rent?—Yes, I think so, certainly.

26,081. Do you think this is a happy wording then; you say, "As a protection against small tradesmen," as if they were spoliators or robbers?—I only say that a tradesman or small tradesman might distrain on the tenant, where the landlord would not.

Mr. *Brynmor Jones.*

26,082. "Distrain" is not the right word. You mean issue an execution?—Issue an execution.

26,083. And then your point is, that the landlord is not so likely to distrain for rent, as a tradesman who has not got the same personal connexion with the tenant, is likely to issue execution?—Yes.

26,084. Still that raises an ethical question: is it right for the landlord to hold that always over, and prevent tradesmen getting their debts paid, simply because he likes his tenant?—I believe it is the wish of the majority of the tenants. I have asked several on various estates, and they all agree on the same point, and I believe the tenant farmers I have asked that question of, have said the same thing.

Mr. *Grove.*

26,085. But do you think the small tradesman would say the same thing, if he was asked. It is perhaps questionable, is it not?—Yes.

Mr. *Richard Jones.*

26,086. Did you read the account of the Farmers' Conference in London about 12 months ago?—Yes, I did.

26,087. Are you aware that they passed a resolution in favour of the abolition of the law of distress?—No, I did not see that.

Mr. *Richard Jones*—continued.

26,088. You will see it is so, if you get the official report?—I think they passed a good many resolutions.

26,089. They passed that amongst others?—They passed a good many, which were not of much account.

Mr. *Brynmor Jones.*

26,090. Your point is, that, on the whole this power of distraint of the landlord is not a bad thing from the tenants' point of view?—That is my point.

26,091. You admit that the preferential position of the landlord, is a bad thing for the other creditors?—Yes.

26,092. And its existence, of course, is an infraction of the theory of our law that all debts of the same degree, should be payable *pari passu*, out of the means even of an insolvent person?—Yes.

Chairman.

26,093. I have some questions handed in. Mr. John Williams asks, "Do you know Mr. "Thomas Morris, of Llandough, an old tenant of "yours?"—Yes, very well.

26,094. Mr. John Williams also asks, "Can "you tell the Commissioners, how many pheas-"ants were reared on the Margam estate since "last spring?" Do you happen to know that?—I think about 1,400 or 1,500.

26,095. "How many keepers and under-"keepers have you on the estate?"—Miss Talbot has two keepers and three under keepers, and the rest are trappers, who are employed in order to keep the rabbits down on the estate. If the farmers kept the rabbits down themselves, there would be no need to have so many.

26,096. The following question is by Mr. Watkin Bevan: "How many pheasants were "turned out at Collwyn this year, and what "extent is Collwyn?" Do you happen to know that?—I do not know the place by that name, my Lord; it is Pyle Wood that is referred to.

26,097. Then there are further questions by Mr. Watkin Bevan: "How many pheasants "were hatched this year at Margam?" You said 1,500. "Is rent still paid for land taken by the "Great Western Railway in the vicinity of Pyle?"—I do not think so. I do not think the tenant would consent to pay for land that he had not got.

26,098. "And have tenants' rents been re-"duced from time to time as land was taken by "the company?"—I believe always.

26,099. "Does Miss Talbot place the same "confidence in her tenants, as she places in her "keepers?"—I think, my Lord, comparisons are odious. But I am sure Miss Talbot places the greatest confidence in her tenants.

26,100. "If she did, what necessity would "there be for the employment of keepers?"—I can only say that I am in receipt of several letters, during the time I have been agent of the Margam estate, from tenants on lands which we do not preserve, and have no keepers upon, asking me to send up somebody to look after the place,

Chairman—continued.

because it is overrun with trespassers, and they do not know what to do. I believe, in many cases, if it was not for the keepers, the land would be overrun with tramps and other people, because the farmers have complained to me several times, that it is no use saying anything to anybody coming mushrooming and blackberrying, as they do not take any notice whatever. But when the keepers speak to them they do take notice, and although the keepers may have faults, and I am quite willing to acknowledge that they have faults, I think that is a benefit that they do render to the tenant.

26,101. This question is handed in by Mr. T. J. Hughes, "Can you state what are the fresh "obligations on the tenant, imposed by the new "agreement. Is the sale of hay, &c. pro- "hibited?"—I should like to say, with regard to the new agreement, that it was considered, I think almost by everyone, that it was necessary to have a fuller agreement than that half sheet of paper, which I handed in. Miss Talbot then looked about to see what agreement she should adopt, and she ultimately decided to adopt the agreement in use on Lord Wimborne's estate in Glamorganshire. It has been in use now for 15 years, or perhaps more, and all the tenants on Lord Wimborne's estate are, I believe, very well satisfied with it. Miss Talbot thought that she could not do better than adopt the same agreement, and it is almost word for word the same, except, I believe, as to the question of hay. I inserted the words that they could sell hay with the permission of the landlord or the agent. I have several applications from tenants to sell hay, and in every case I have granted permission; in fact, I have told them that with hay at this price it is better for them to sell it, and keep their corn and grind their corn, for which they can get very little; it is better for them to sell what they can get most money for.

See 24,991, 26,124.

26,102. The following question is by Mr. T. J. Hughes: "Will you give particulars of "the case on the Margam estate (referred to "yesterday), in which a building lessee of a "cottage was compelled to pay 20*l.* extra to his "ground rent, as a condition of consent to use "the premises as a small shop?"—It was the custom on the Margam estate, in the small towns and villages that belonged to Mr. Talbot, to discourage the keeping of so many shops. He thought that they cut each other's throats, and did no good to any one, and his practice was to charge a license—to make the tenant take out a license, which was only from year to year, if he wanted to keep a shop, and he could go out at any time. That is how it arose. With regard to that 20*l.*, I am sorry to say that there was a mistake over that. The amount that Miss Talbot said that Mrs. Hanford, this person in question, was to pay was 10*l.*; and owing to some mistake, another agent of Miss Talbot's charged 20*l.*, and I believe Miss Talbot has put the matter right since. Miss Talbot spoke to me only the other day about it, and said she was very sorry that there was the mistake about it.

Mr. *Grove.*

26,103. Then the money has been refunded?—The money will be refunded. I do not think it has ever been paid.

Chairman.

26,104. The following question is by Mr. Edward John: "There is in Miss Talbot's agree- "ment a clause that tenants are not to sell hay "or straw; is that consistent with the fact "that the estate includes large mineral and "manufacturing properties, where the inhabi- "tants are necessarily large consumers of "hay and straw?"—I think I have explained that.

26,105. Yes, you have answered that question?—I have answered that question.

26,106. "From where are they to get the "same if from not farmers." That is also answered practically. The following questions are by Mr. Thomas Howell: "Did Miss Talbot "receive 35*l.* 5*s.* surplus of the workmen's "poundage and grants, when she took the "Bryndû School into her hands." Could you answer that question?—I can say, with regard to the Bryndû Schools, Mr. Talbot had the Bryndû Colliery, the coke ovens, and other works appertaining to it, for a great many years. At Mr. Talbot's death, I strongly advised Miss Talbot to give it up, if she could get a lessee, and she did this, and the lessee did not wish to take over the school, and the school remained the property of Miss Talbot. Any balance that Mr. Howell speaks of, there was the balance of working, it was not only the workmen's poundage. I will say, with regard to those schools, that Miss Talbot is at present spending 1,200*l.* on those schools in the erection of larger class-rooms, and is making them larger and better altogether. I may say, my Lord, that the matter was brought up yesterday evening by several people, and several tenants said to me: "We are only too thankful to "Miss Talbot for providing the education of "this populous place at Kenfig Hill, as it would "have entailed a rate of 7*d.* or 8*d.*, in the pound, "if she had not done so."

26,107. Mr. Howell also asks: "Is it true that "Miss Talbot has refused ground to build a "chapel house at Groes, Margam." Can you answer that question?—There is a chapel there.

26,108. The question is, whether she has refused ground to build a chapel house?—I do not know for certain about this. Miss Talbot would object to a lease. I do not know whether it was a lease that was asked for, or anything particular, but Miss Talbot objects to any lease just round the park, she prefers the cottages not to be let by anything but yearly agreements.

26,109. Is it a chapel house not a chapel?—A chapel house.

26,110. What is your answer to the question?—I think a refusal might have been made, because Miss Talbot will not let any property just round the house and park on lease, and naturally nobody would wish to build unless they had a 99 years' lease.

Chairman—continued.

26,111. Was a request made to build a chapel house there?—No, not that I know of.

Mr. *Grove.*

26,112. Is there any chapel already built near to Margam Castle in any part?—Yes, there is a very large chapel, that was built during Mr. Talbot's time.

26,113. Was it a house for the minister of that chapel, do you think, that was wanted?—I do not know for a fact, but it might very likely have been. I do not think that the request was ever put directly to Miss Talbot.

Chairman.

00. 26,114. A question is sent up by Mr. Howell: "Are the tenants of land through which railways go, allowed for the loss, or do they pay the same rents?"—That has been answered, I may say, my Lord, with reference to Mr. Howell's statement yesterday about a field under water, that that field had nothing to do with Longland Farm. It was one of the fields down on the moors, where we clean out the ditches, and unfortunately it was covered with water about 30 years ago, owing to the working of the minerals under it.

Mr. *Grove.*

26,115. It was caused by subsidence of the land?—It was through subsidence of the land.

Professor *Rhŷs.*

26,116. Do you often have such cases of subsidence?—Yes, they are constantly occurring.

26,117. What do you do, do you allow in the rent?—We allow in the rent, and the tenant of the minerals undertakes to take over the land, that is covered with water.

Chairman.

26,118. This is a question by Mr. Hughes: "Does Lord Wimborne reserve the game in his agreements." Do you happen to know that?—I do not know whether anything is said in the agreements about it, but I believe in every case, Lord Wimborne's tenants have the shooting.

26,119. Questions by Mr. Vincent: "Have you had experience in England?"—I was agent for seven years there, in Yorkshire.

26,120. "Do you think there is any ground for saying that rents are higher, in proportion to the quality of land in Wales, than in England?"—I do not think there is any ground whatever for saying that.

Mr. *Griffiths.*

26,121. Could you give us an approximate calculation of the money spent, in buying food for these pheasants, when they were turned out on the different farms?—I could send the Commission the bills for the amount of food which was bought for the pheasants, which was very large indeed.

26,122. I do not mean pheasants that are reared, but the ones that are put out?—The ones that are put out. I could hand in to the Commission bills which amount to a considerable sum.

Mr. *Seebohm.*

26,123. Could you give us very roughly the number of the tenants that you have on the Margam estate?—I could not now, but I could let you have it by Saturday at Cardiff.

The witness withdrew.

Mr. T. J. Hughes re-called and further examined.

Chairman.

991, 26,124. You gave evidence yesterday?—Yes. I wish to say that the case of Hanford, was one which came under my notice professionally in this way.

26,125. What was the case of Hanford?—It was the case which was referred to by Mr. Knox in answer to the question I put to him just now, where a largely increased rent was asked.

26,126. On account of the shop?—Yes. In that case the person worked in one of the works at Cwmavon, and had a wife and family. One of the sons was a sharp lad, and they thought it would be a good thing if they could assist the man, who was rather in ill-health, by starting a little business. They were lessees of their cottage; it was a small cottage; I think the ground rent was something under 2*l.*, or something like that amount. As a condition of the consent to opening the small shop in this cottage, 5*l.* a quarter was asked and was demanded as a

Chairman—continued.

condition by the Margam estate. I have seen, I have handed it over now to the official receiver, but I have seen the written notification to that effect, and the estate reserved to themselves the right, at the expiration of three months' notice, at any time to withdraw that consent at their will and pleasure. I am not aware that there was any mistake at all about the amount being asked. I am not aware that there was any refunding of the whole or any portion of it. In fact, the man has had to file his petition in bankruptcy; I filed his petition two months ago. The official receiver would be very glad to receive, I have no doubt, from the Talbot estate, a cheque in respect of the sum which is proposed to be refunded.

26,127. Do you wish to state that the bankruptcy of this man was in consequence of that?—I cannot say that, but the man filed his petition in bankruptcy.

Mr. *Brynmor Jones.*

26,128. Which man, the son or the tenant?—The tenant himself.

Mr. *Grove.*

26,129. For what amount is he indebted?—Speaking roughly, 600*l.* or 700*l.*

26,130. Then a matter of 5*l.* would be of no value, practically?—Oh, no, I do not suggest it for that reason.

26,131. Did the estate build anything; did they build the shop?—No; he was a building lessee; it was his own cottage originally.

26,132. Then they expended nothing on it in any way?—Nothing at all. They got 20*l.* a year, for allowing him to alter an ordinary cottage window into a plate glass window.

26,133. Would not the fact that he was obliged to file his petition in bankruptcy soon after, show that he was not a suitable person to

Mr. *Grove*—continued.

open a shop?—I do not know how soon after; I do not know when the permission was granted; I do not know how long ago it was that that arrangement was made.

26,134. It has just come into your hands lately?—Yes.

Mr. *Seebohm.*

26,135. But if there was any discretion to be used by the landlord, that fact would rather tend to show that a wise discretion would have been used in refusing consent?—I have no doubt whatever that if the Margam estate had taken the ordinary proceedings, under the Conveyancing Act to claim damages for breach of covenant, not to alter the premises into business premises, they would have got nominal damages, say, 40*s.*; they would not have had anything like the capitalised value of 20*l.* a year.

The witness withdrew.

Mr. Rees Thomas called and examined.

Chairman.

26,136. You live at Hall Farm, Pyle?—Yes.

26,137. Is that on the Margam estate?—Yes.

26,138. What do you wish to tell the Commissioners; what do you wish to speak about in particular?—I would first of all mention to you, that Miss Talbot made it known, through her agent, and some others, that she was quite willing and would be very glad for any of her tenants to give evidence before this Commission; and as a consequence a meeting was called of the tenants, and (unfortunately) I was one named to come here and give evidence. The evidence which I want to give you first I should give in their behalf as well as for myself. I want to point out to you, that we are suffering from the great depression that is going on in the farming trade, and has been going on for the last 20 years. When I started farming it was in the year 1873. Beef at that time touched 10*d.* a pound; from that to now it has been receding all the way down; at present it is not more than 6*d.* For that reason, and for the reason that mutton has gone down at the same rate, the farm produce does not produce sufficient money to meet the demands that come upon the farmers. I think that is the evidence I have to offer to you, as far as depression is concerned.

26,139. Have there been any permanent reductions of rent? I suppose you complain of the rents on the Margam estate generally, do you?—There have been no permanent reductions, since I am farming on the estate.

26,140. Do you consider that the rent on the Margam estate is generally too high?—That is what the tenants wish me to point out.

26,141. That they are rented too high?—Yes.

26,142. Was Miss Talbot asked for a reduction of rent a year ago?—A little more than a year ago, Miss Talbot was asked to make reductions of rents.

Chairman—continued.

26,143. What did she do?—At once, well, I think in less than a fortnight, all her tenants received letters from her saying that she would not reduce the rent, but would make an abatement equal to 15 per cent. on their rents.

26,144. Then you did not consider that sufficient?—Well, I cannot answer that question. For myself I did not.

26,145. And is that the general opinion of the tenantry?—I could not express that; I could not say. For myself I do not consider it sufficient.

26,146. But you are not empowered to say that?—They did not tell me to say that.

26,147. Have you any reason to complain of any game on the farm you occupy?—On the farm I occupy, I have no reason at all to complain of game.

26,148. Do any of the tenant farmers who are near the coverts cry out about the game?—The farmers near the coverts, are not as well off as I am. There is no doubt, there is an excessive amount of game in some parts of the estate.

26,149. But we have heard that the pheasants are very well fed; there is a great deal of corn in the coverts, of course for the pheasants?—Miss Talbot puts her game in the coverts when they put them out from their breeding places, and I think everything is done to try and keep them there.

26,150. They are given corn and wheat, and so forth?—Yes, and barley; but if game are put out on to a field where corn is, it is more than anybody could expect, that they should keep away from it. I think everything is done to try and prevent them doing any damage.

26,151. Have any complaints been made to Miss Talbot?—I do not know what has been made to Miss Talbot. I know there were complaints made to Mr. Talbot, and I believe there were complaints made to Miss Talbot.

Chairman—continued.

26,152. Have you ever had a deputation of farmers to wait on anybody to mention this?—Not this particular point—another point.

26,153. You have written down "a deputa- " tion of farmers waited upon Mr. Knox in the " early part of last winter." That is about the wild geese, is it?—Yes.

26,154. Do the wild geese do any harm?—I should like to say first of all, before I get to the wild geese, that I think if the tenants on the Margam estate were to make a complaint at the proper quarter, Miss Talbot would do all that she could to remedy any evil that existed. I think I can undertake to tell you that Miss Talbot does not trouble her head very much about the game, especially if she finds they may do any damage. I know that, and I can speak conscientiously.

26,155. What about the wild geese; are they troublesome?—When I say that Miss Talbot would at once remedy the evil respecting the game, I want to point out that the wild geese have been preserved, well, as long as I can remember, and I have always lived on the Margam estate. I think they have been quite as closely preserved as the game have been, and in the time of Mr. Talbot, it was not a very nice thing to attempt to kill a goose. They still kept getting thicker and thicker, and at last this depression and other things coming upon us, we thought this would be one remedy, if we could get rid of the wild geese. We came together at a meeting, and I was one of the deputation appointed to call on Mr. Knox, to ask him to lay the matter before Miss Talbot, and to ask her if she would allow us to kill the geese and drive them away. In a very short time we received a letter from Mr. Knox, saying that Miss Talbot was quite willing for us to shoot the geese and drive them away as we liked, and we availed ourselves of that opportunity.

26,156. Are there any geese there now?—Oh, no, it is too soon yet.

26,157. But do they come every year?—Oh yes, thousands of them.

26,158. Do you really mean thousands of them?—Yes, thousands of them. I cannot be contradicted.

26,159. I mean, that is not a fashion of speaking, you really mean that?—I really mean that.

Professor *Rhŷs.*

26,160. Great flocks of them?—Great flocks of them.

26,161. Whence do they come?—Some say they come from Norway.

26,162. But when do they come?—It will depend a great deal on the weather. They begin to come in about a month, I should think.

Chairman.

26,163. Has Mr. Talbot spent much money on repairing farm buildings and farm houses?—Mr. Talbot did not spend as much as he ought to have spent, there is no doubt, but Miss Talbot is spending thousands of pounds annually, in repairing the farm houses and farm buildings.

Chairman—continued.

26,164. And the estate was in bad order when she took it over?—Very bad.

26,165. And it is now getting satisfactory?—It is not yet getting satisfactory.

26,166. Not yet?—No. What Miss Talbot has done is done very well indeed. Unfortunately Miss Talbot has had to do a great many farm houses and buildings, which took a lot of work and time and money, but I am given to understand that the work is to be carried on in a different way from henceforth. She is now going to take the repairs piecemeal rather. She is going to get over the estate, by first of all doing what is most necessary for the farming. I think that is the complaint at present, that she is spending too much money and time on what has been already done.

26,167. I do not quite follow that?—For the reason that she will not get round the estate quick enough.

26,168. Then what they are going to do now, is to do what is absolutely necessary, and then leave the rest?—To get over it a second time.

26,169. But those are quite satisfied, who have been fortunate enough to have their farm buildings repaired?—I think more than satisfied.

26,170. Is there anything else you wish to say?—Yes. I should like to point out to you that we, in our parish, have an annual ploughing match, with the object of improving the agricultural labourer and bringing the labourer nearer to the farmer, the farmer nearer to the agent, and the agent nearer to the landlord. At the end of each ploughing match we have a little dinner. We meet together, and we have our discourses. Each one of us has to say what he has to say, and I consider that it is a very good opportunity to bring up any grievance or any matter that wants to be ventilated. I remember the speech at Kenfig Hill. I must first of all point out to you that Mr. Knox has been most ready to come and assist us at these annual gatherings. Ever since he has been in Margam he has attended every ploughing match dinner, and he is a great acquisition to us, and gives us a great deal of help. I think it is only right that I should say that at the Margam ploughing match, as we call it, Mr. Knox was present at the dinner. So was I, and I heard his speech. I heard it pointed out yesterday, that Mr. Knox should say he wished the people would not give evidence, and I understood it to be at this Commission. I want to point out to you that it was nothing of the sort. What Mr. Knox really did say, was that he hoped that political questions would not be mixed up with agriculture. He told us "Combine yourselves as much as eve. " you like at your meeting, but do not let " politics interfere with agriculture." That is all I have to say. See 24,512.

26,171. A question is handed up by Mr. John Williams, "Have you been valuing damage by " game to Mr. Powell, late of Eglwysnunydd?" —No.

The witness withdrew.

Mr. Miles Roberts called and examined through an interpreter.

Chairman.

26,172. Do you believe that differences of language, creed, or politics make any difference to the relation between landlord and tenant?—No.

26,173. Do you prefer tenancy from year to year to a lease?—I prefer year to year.

26,174. Judging by your own experience, do you think tenancy is reasonably secure in Wales?—I believe so.

26,175. Are you familiar with the terms on which you occupy your holding? Have you a copy of your agreement?—Yes.

Chairman—continued.

26,176. Have you any agreement?—No.

26,177. Do you wish for a land court?—I ask for the same mode of arrangements with my landlord that I have at present.

26,178. Does the landlord do all the repairs in the new buildings?—Yes.

26,179. Is there any ground for saying, as has been said by some witnesses, that farmers are afraid to come forward?—No.

26,180. Do you believe the feeling between farmers and tenants in this county, is cordial?—Yes, my grandfather had occupied the same place, and I have never heard any complaint.

The witness withdrew.

Adjourned to Saturday at 10 o'clock at Cardiff.

THIRTY-FIRST DAY.

The Town Hall, Cardiff, Glamorganshire, Saturday, 4th November 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. CECIL E. OWEN, Assistant Secretary.

BENJAMIN D. MADDY called and examined.

Chairman.

26,181. Where do you live?—Penlline, near Cowbridge.

26,182. What is your profession?—Rabbit catcher.

See 25,992, 26,240. 26,183. What do you wish to tell the Commissioners?—I was in Bridgend on Wednesday and Thursday, and I heard the evidence as to the damage done by rabbits on the Margam estate, given by Mr. Knox, and he said he had had no complaints of damage done by rabbits on the land belonging to Miss Talbot.

26,184. On the Margam estate?—Yes.

26,185. Then you want to give evidence about the number of rabbits on the Margam estate; is that so?—On part of the estate.

26,186. What do you know about it?—What I have caught during this summer.

26,187. How many have you caught during this summer?—I have caught about 1,400 rabbits on a very small space of ground.

26,188. On how many acres?—I caught 800 on about 30 or 40 acres of land. I could not say exactly the acreage.

26,189. Were you employed by the estate?—By the tenant farmers.

26,190. When was that?—From May to October.

26,191. This year?—In this year.

26,192. Employed by whom do you say?—By the tenant farmers on the estate.

26,193. What arrangement do you make about rabbit catching?—I catch in some places by the dozen, and in other places on wages.

26,194. What arrangement had you in this instance?—By the dozen.

26,195. What did they give you per dozen?—4*s*.

26,196. Anything more?—And my food and lodging.

26,197. Have you anything more to say about the rabbits on this estate?—Only where I have been catching on this land, where Mr. Knox said there was no damage done; under Mr. Watts; the Herberts, St. Mary's Church Farm, I caught about 800 rabbits on from 30 to 40 acres of land. That was the land troubled with rabbits. See 36,035.

Chairman—continued.

26,198. Is that close to the coverts?—It lays between two coverts.

26,199. Did you exterminate them?—Did you get them down very low then, or were any left?—There are a lot of rabbits left there now.

Mr. *Griffiths.*

26,200. Have the tenants the right of killing rabbits?—I believe so, on that land.

Mr. *Richard Jones.*

26,201. Where do the rabbits burrow?—In the wood; in the coverts.

26,202. What about the fences?—The fences belong to the landlord.

26,203. In what state are the fences?—Well, pretty good, I believe, to keep stock out or anything of that sort, but not good enough to keep the rabbits out.

26,204. Who repairs the fences, the tenant or the landlord?—The landlord, I believe.

26,205. I suppose in the process of catching these rabbits, you observe the crops on the fields. Do you think they had done much damage?—Yes, very great damage in this instance.

26,206. To what had they done damage?—Well, as to this field, on this plot of land I allude to now, when I went there in May, the farmer asked me if I could come and catch the rabbits for him, as he said they were eating him up, and he had been talking to the keeper about keeping them down, and he said he would employ me if he could not do so, and he said he could not do it. In May I saw the farmer, and agreed to catch them for 4*s*. a dozen. I took 150 wires in the morning, and put them down on the runs, because there are always tracks where the rabbits travel. I went round that

Mr. *Richard Jones*—continued.

afternoon, and found that the keeper with his son, had laid a lot of wire down by that time opposite mine, all the way round, consequently I caught scarcely anything that night. I thought the next morning I might as well pull those wires up, as the keeper was catching them inside, and that if I shifted them to another part of the farm, the keeper would pull his up and shift them again. Instead of that I went to work and made another 80 new wires, and put them by another plantation. The next evening I went round about two hours afterwards, and found of the 80 there were over 40 knocked off and broken with a stick or something, and the rest of the 40 I could not find. Now I do not think it would be to the interest of anyone, barring the keeper, to do this work, and I think it very likely he did it. I talked it over with him, and he said perhaps his sons might have been there, and he said he would caution them. However, it was done daily, and I did not have any peace, and I told Mr. Watts I could not get rabbits in that way, and then I believe he wrote to Mr. Knox and stated the case to him, and afterwards I had better quiet on that farm.

26,207. What was on these fields?—The largest field out of the three by a little covert, was supposed to be kept in hay, and a couple of fields adjoining it, but the rabbits kept it down very nearly as bare as the floor of this hall. There were two or three fields of 8 or 9 acres, and another of 2 or 3 acres each, and it was kept down bare by the rabbits.

26,208. As a rabbit catcher, what is your experience; do you think that animals like to graze, where rabbits have gone?—No, I believe they poison what they get over.

26,209. They taint the grass?—Yes; there is nothing will eat after them, I believe.

Mr. *Seebohm.*

26,210. These rabbits were in the neighbourhood of the coverts in which rabbits were preserved?—Yes, I believe they have been preserving them for years there.

26,211. Would it be possible by wiring, to keep the rabbits within the preserves, and to prevent their coming on the fields?—It might be possible by putting wire netting, and they would have to put it outside the fence, because they burrow through the fence underneath, and out on some occasions.

26,212. One question upon a general matter. Supposing you wanted on the estate to kill all the rabbits, is it a thing that can be done in one year, or must it be repeated year by year?—I do not know. I have been killing rabbits for many years, and I cannot kill the last whatever, although I have tried my best.

26,213. It is in the nature of the soil they burrow under, and you cannot really get rid of them altogether?—I do not believe it is possible to get rid of all.

Chairman.

26,214. Has the tenant a right to set wires in the fences of the coverts or not?—No.

Chairman—continued.

26,215. That is reserved to the landlord?—To the landlord.

Mr. *Griffiths.*

26,216. How would you consider a wire fence, could prevent the rabbits coming through in the field, where the cattle and sheep graze?—I do not consider a wire fence could, but wire netting to a certain height and depth might prevent it.

26,217. Would not the cattle interfere with a wire fence. There must be something to protect the wire fences?—Yes, it would be a job to keep them out. I have known warrens now with wire round, and they either dig under or jump over, and get out somehow or other—some few—I do not say the majority of them.

26,218. The only way in which you think it could be done, would be to go inside to the covert and catch them there?—You would then have a better chance of destroying them.

26,219. There are some questions put in by Mr. J. E. Vincent: "You are employed by the "tenant farmers, are you not?"—By the tenant farmers.

26,220. Then Mr. Vincent may take it that the Ground Game Act is in operation on the Margam estate?—Yes, on this part of the estate, I believe it is.

26,221. "Are there more than 40 acres of "covert on the Llandough estate of 1,500 acres?" —I should believe so.

26,222. "Is that part of the estate to which you refer?"—Not altogether. The estate reaches further than where I have been catching.

26,223. These are questions by Mr. John Williams: "Have you been catching rabbits on "the Penlline estate?"—Yes.

26,224. To whom does that belong?—Captain Homfray. I hope I might be allowed to refer back to instances, having been a rabbit catcher for several years, at other places where I have been catching, and how I have been served between the landlord and tenant—I mean as the middleman between each.

26,225. If you have any statistics about the rabbits on any other estate, please give them?—Yes, I have been a rabbit catcher now for nearly seven years, and have been catching rabbits nearly all the time.

Mr. *Richard Jones.*

26,226. Do you find that rabbits are thicker on the Margam estate than on any other estate? —They have been thicker, than any other part that I have been to this summer. I have been on several different estates in different parishes, and I find them thicker there than any other place this summer. But at Penlline, in the summer of last year, I killed over 5,000 rabbits in one parish and sold them. See 36

Chairman.

26,227. As a professional man, do you consider that rabbits are in injurious numbers in your district?—Yes, too many by far.

Chairman—continued.

26,228. You think there are too many rabbits on the ground?—Yes, I know, for instance, in Morelands, on the Penlline estate, 6 to 8 acres out of 12 to 20 acres have been cut clean off, and in other parts, half of it is cut off—thinned out through the fields.

Mr. *Brynmor Jones.*

26,229. In what way have the landlords and the agents usually interfered with your business as a rabbit catcher?—I would say the keepers generally are those who interfere with me.

26,230. What do they do?—I will give you an instance. At Llansannor, they pulled up a wire netting, some time at the beginning of last hunting season, between the wood and a field of Mr. John's brother, Fistla Farm. That was part of the land from the warren, and the warren is swarmed with rabbits. I believe Mr. Alexander, of Cardiff, has the shooting this year. Well, Mr. John employed me to go there to catch, and I went there and set from 80 to 100 wires. The keeper laughed at me and said, I would not catch many there, and I said, "Why?" and he said "They won't come out." Well, I went to pick up my wires as I could not catch anything but a rabbit here and there, and then I found my wires were dropping off fairly, and they were new wires, which I had made the day previously. They were dropping off because vitriol or some acid, had been put on them, that completely burnt the wires off. I have known paraffin and other things, poured over my wires. This was close by the keeper's house. I have been stopped in that way several times by pouring paraffin over my wires, and carbolic acid and vitriol, so that I cannot catch any when they do come out, and I am forced to go where I can get my living. There are plenty there, although I cannot catch them.

26,231. This, you said, was on the Llansannor estate?—Yes.

26,232. In that instance, did you call the attention of your employer, the tenant farmer, to what had been done by the keepers?—Yes, many times.

Mr. *Brynmor Jones*—continued.

26,233. Did you write or did he write to the landlord?—No, I never did, but I have told the landlord on different occasions about it.

26,234. What did he say about the matter?—He said he would not have them caught. The fences belonged to the farmer on this covert; it was a field planted some years ago in shrubs and trees, and since that it has been made into a warren. That is part of the warren, and the fence belongs, I believe, to the farmer.

26,235. Did he admit that he knew what the keepers had done?—I believe so, or I told him so, and he has always had the laugh of me.

26,236. Did he deny that the keepers had done anything of the sort?—He denied that the keepers had put this stuff on my wires. I have gathered a bunch together when they have been putting carbolic and paraffin over them, and said he could smell them for himself, but he refused to smell my wires, after I had gathered up 60 or 80 together.

26,237. Your impression is, notwithstanding his denial, that he knew about it?—Yes, the feed was so poor and kept down, that I could not get any runs, so I put my wires on the bank of the fence, and he ordered his keepers to pull up every wire, I put on the banks. Well, the keeper did so and took them to the house, and the keeper has told me "You cannot have "them back again, until you have gone to Sir "Joseph Spearman" (he is the landlord), and I have gone there and he has given me the wires back, only saying I am not to put them on the fences. They took them right away, off the ground.

Chairman.

26,238. This is a question by Mr. Knox: "Have you ever caught rabbits on the Margam "estate?"—Never, only on the Llandough estate; it belongs to the Margam estate. It belongs to Miss Talbot, the same landlady.

26,239. But not on the Margam estate?—Not on the Margam estate.

The witness withdrew.

Re-examined on 51st and 59th Days.

Mr. EDWARD KNOX recalled and further examined.

Chairman.

e above.

26,240. Do you wish to rebut anything the last witness has said?—I only wish to state that the Llandough estate is 17 miles from the Margam estate, and has nothing whatever to do with it, and that the tenants on the Llandough estate have always caught rabbits; they have never been interfered with in any way; the rabbits belong to them, and I have never heard any complaints whatever. I think the fact that this man has been employed for a long time by the tenants to catch the rabbits, and that there are many rabbits there, shows that the tenants do not mind them. They have had perfect liberty to shoot and trap them, and do whatever they liked with them.

Chairman—continued.

26,241. You heard him say that the tenants had no right to trap the rabbits in the fences of the coverts?—I have never told any tenant not to trap a rabbit anywhere.

26,242. Is the Llandough estate under you?—Yes, my Lord.

26,243. You have heard it given in evidence, that the tenants in point of fact do not trap the rabbits in the fences of the coverts, and that they are under the impression, that they are not allowed to do so?—I have never told the tenants so and I did not know that they were under any impression whatever.

26,244. You have heard that in evidence to-day?—Yes, I have.

Mr. *Grove.*

26,245. May we ask, what would be your action, if one of the farmers went into one of the woods and caught rabbits there?—The farmers would have no right to go into the wood; but I can show that there are not the rabbits on the Llandough estate, that he mentions.

26,246. You say distinctly that the farmers would have no right to go into the woods, to destroy the rabbits there?—Yes, not into the woods.

Mr. *Brynmor Jones.*

26,247. Did not Mr. Watts tell us, that he had sent in to you some claim for compensation, in respect of the damage done by game?—I never received any claim for compensation. I never heard from him on the question. I have had no claim for compensation for damage from any tenant on the Llandough estate, during the last three years, while I have been agent.

26,248. I daresay my impression was wrong. I thought Mr. Watts gave evidence at Bridgend?—No, he did not.

The witness withdrew.

Mr. EDWARD LLEWELYN called and examined.

Chairman.

See 26,787.

26,249. Where do you live?—St. Fagans.

26,250. What are you?—I am a carpenter. I wish to speak respecting the evidence of Mr. Edward John, and of Mr. Corbett, as to the squatters at Llanbleddian. My grandfather, about the year 1830, built on same waste land at Llanbleddian, a house and buildings costing him, with his own personal labour about 200*l.*, the garden belonging to which, he had enclosed some years previously. The house was built by my grandfather, on the strength of a promise from the Bute estate officials, that a lease in perpetuity should be granted him, at a rent of 1*s.* a year. Before the 23 lots of squatters' premises were offered for sale, Messrs. Corbetts offered my mother 80*l.*, for the house. This she declined. On a re-valuation, made on behalf of the Bute office, she was offered 100*l.* This also she declined. Eventually she was forcibly ejected from the premises on to the road, by bailiffs accompanied by policemen. She was afterwards informed that she must take 100*l.* or nothing, and she accepted it. The house was afterwards let to Mr. David Jenkins for 8*l.* a year. My mother farmed about 30 acres of glebe land in the vicinity.

26,251. What sort of state was the house in, at the time your mother was offered 100*l.* for it?—A very good state.

26,252. It was built by your grandfather in 1830?—I could not say to the exact date, but somewhere near there.

26,253. When was your mother forcibly evicted?—In October 1880.

26,254. The house was 50 years old then, but in a good wear and tear condition?—Oh, yes, certainly.

26,255. A decent home, and in good condition?—The best in the village, as a cottage.

Sir *John Llewelyn.*

26,256. Had you any agreement in writing at all, at the time the house was built?—Nothing whatever; no more than the promise. Of course my grandfather looked upon it pretty well as a freehold.

26,257. You could not remember the circumstances of the building yourself, I suppose?—No.

Sir *John Llewelyn*—continued.

26,258. Then what you speak of, is from hearsay?—Well, from facts which have been handed to me from my grandmother and my mother.

26,259. Is it usual to build houses without a lease?—On those places.

26,260. Where do you say it was?—Llanbleddian, near Cowbridge.

26,261. Were there other houses built in the same way, without a lease?—Yes, there is one adjoining.

26,262. Can you say, from hearsay, whether those houses were built under the impression, that it was open to the commoners to build there?—Yes.

26,263. Others besides your mother thought that they might build there, and claim their houses?—Yes, on the strength of paying this shilling per year.

26,264. When was it, you were turned out?—In October, 1880.

26,265. Fifty years after the house was built?—Yes, near about.

26,266. Up to that time you had been paying the acknowledgment of 1*s.* a year?—Yes.

26,267. When other people built in a similar way, were they dealt with in the same way?—No, not the house adjoining.

26,268. Did they pay no acknowledgment then?—I could not say whether they paid an acknowledgment or not, but it is on the same class of ground; there is only the one hedge parting the two gardens.

26,269. Was the other house built during the same period?—Before, I think.

26,270. You do not know whether they paid an acknowledgment or not?—No, I could not say.

26,271. Why did you pay an acknowledgment?—Upon the strength of having security to the house.

26,272. By it, you acknowledged the right of the Marquess of Bute to the land?—I suppose my grandfather did, by paying 1*s.* a year to him, as lord of the manor.

26,273. That is the point I wanted to go to. I wanted you to tell me, whether you looked upon him as the manorial owner?—As the manorial owner.

Sir *John Llewelyn*—continued.

26,274. You have told us that the next-door house, so far as you know, did not pay an acknowledgment?—I could not say.

26,275. Can you say, whether any of the other people who built at Llanbleddian, paid an acknowledgment?—I could not say, I am sure, about other people.

26,276. Do you think you were quite singular in having made an acknowledgment?—No, there were other people paying there, but I could not say who they were.

26,277. Do you consider that the 100*l.* paid was less than the value of the house?—Half the value. You can prove that by the rent they receive from it now, according to their own showing..

26,278. The 8*l.*, I think you have told us, has been received since?—Yes.

26,279. From 1880 to the present time?—Yes, up to the present time; so that they practically have had their money back in 12 years' purchase in that way.

Mr. *Seebohm.*

26,280. Are you not aware that in general, when a shilling a year is paid as an acknowledgment, it means that it is not a permanent tenancy?—No. The people there look upon it pretty well as a freehold.

26,281. Are there not cases now, where 1*s.* a year is paid as an acknowledgment, simply on the ground of keeping up the right, to prevent its becoming a permanent right?—I could not say now, since those patches of ground were sold a few years ago, but there were people paying it, up to that time.

26,282. Were these houses put up originally, under the notion that if they were put up in a single night, it was legal?—Oh, no.

26,283. They were deliberately built upon portions of the waste?—Yes; in fact that house of my grandfather, so far as I can understand, the outbuildings and so forth, were not built for a few years afterwards, as he could come round, and he added bit by bit. I may say, there was a stable, cart-house, and cowshed with the cottage.

26,284. How much land was taken at the time, with the house?—I should say about 20 to 30 perches. I could not say the exact number.

26,285. Did that carry with it, a right of common on the waste?—Yes; but before this time there were three or four gardens adjoining, taken into the field at the back.

26,286. By your grandfather?—No; the landlord adjoining, withdrew those gardens into his field, so that they are enclosed with the field now.

26,287. How many others are in the same position with you?—Well, I could not say, I am sure.

26,288. Is yours a solitary instance?—Yes; as a case of eviction.

26,289. Then did the others buy their holding of the lord of the manor?—Some did, rather than be turned out.

Mr. *Seebohm*—continued.

26,290. You did not?—We had not the chance. They would not accept any terms from my mother when she offered them—rather than be turned out she would buy it herself—they would not give her the option.

26,291. I think you said the new rent was 8*l.*?—Yes.

26,292. You received 80*l.*?—Yes; they valued it at 100*l.*, but the solicitor charged 13*l.*, and where the rest went, I do not know.

26,293. Do you know how many years' purchase, a purchaser of that property would expect to give—what per-centage?—From 3 to 4 per cent.

26,294. Surely more?—Not on freehold; there is not an instance there, where more is to be got.

26,295. Then there is a great demand for them?—Yes, there is.

Mr. *Richard Jones.*

26,296. Do you think your mother had given offence in any way, to the officials on the Bute estate?—No; it was simply the greed of the Reverend Morgan, St. Hilary, who wanted the cottage to put into his field. He wanted the house put into his field, which was adjoining at the back, and you may say it was a case of land grabbing; and the other gardens he took in, but he had not so much resistance from them.

Professor *Rhŷs.*

26,297. Was he the vicar or rector?—The rector or vicar, I could not say which.

26,298. Is he the incumbent of the parish?—Not of that parish; the parish adjoining, St. Hilary.

Mr. *Griffiths.*

26,299. Is it possible that a clergyman should have coveted your mother's house and garden?—It is.

26,300. Did she ever refuse to pay this 1*s.* a year rent?—My grandmother always paid, mother never paid it. My mother was left a widow, and my grandmother gave the house to my mother to live in, rent free—she was left with six children.

26,301. Your mother never paid it?—She never had the opportunity. My grandmother died a few years before my mother; she died about 1876, I think.

26,302. For how many years did she live in the cottage, without paying any rent?—About 12 or 13 years.

26,303. And they forcibly turned her out?—They turned her on to the road, and she was on the road until that night, until my cousin came and took her in.

26,304. And back into the cottage again?—No, to another house.

26,305. They offered you 80*l.* for the house. Was there a valuer sent to value?—The Bute valuer valued it, but we could not value it at any price.

26,306. Did you have anyone to value?—They would not listen to anything; they would value it, and have it at their own price.

Mr. *Brynmor Jones.*

26,307. Was this valuation under legal process. Had any judgment gone against your mother?—I expect there had been, because a person came three or four times with different papers, but I could not say what they were.

26,308. Who actually came and turned her out?—The bailiffs and police.

26,309. Of the county court?—Yes, of the county court.

26,310. Did your mother defend the action?—Well, no, she was advised it was no use going to law with a man like the Marquess of Bute, and she accepted the 80*l.*

26,311. Then what took place was this: there was an ejectment action, judgment given against your mother, and then a writ of possession issued, and she was turned out?—Yes, I suppose, that would have been the process.

26,312. Then I understand this is one of those cottages, about which Mr. Edward John gave evidence at Cowbridge?—Yes.

26,313. Mr. Corbett has given evidence before us about that, and according to his evidence, most of these squatters bought their holdings from the Bute estate?—This happened before the sale took place.

26,314. So far as I understand your statement, whether you may think it a hardship or not, at any rate you were treated better than the other people were, because the other people had to buy their holdings, whereas Lord Bute paid your mother 100*l.*?—She would have bought hers, if she had had a chance.

26,315. In the cases which Mr. Corbett referred to, and in the cases which Mr. Edward John referred to, the tenants bought from Lord Bute?—I do not know about all, some of them did.

26,316. Putting aside the question of the judgment, it appears to me that this case is rather the other way?—I cannot see it, when they got the place for half the value.

26,317. I am coming to that; that is another point. But these other persons to whom Mr. John referred, had actually had to pay money to Lord Bute for the house?—It would have been better for my mother to have bought it for the 100*l.*, than to have received the 100*l.* for it.

Mr. *Brynmor Jones*—continued.

26,318. If it was exactly worth 200*l.*, there would not be much difference, but do you mean you would have preferred paying 100*l.* and having the house, to being turned out of it and receiving the 100*l.*?—By far, because it meant this, that she farmed a little, it turned the cattle out as well, because it is glebe land, and there is no shed or anything put up. The cattle are turned out ever since, summer and winter.

26,319. What became of your mother when she was turned out?—She was on the road until that night, and my cousin took her in, and she was never well afterwards.

26,320. Had she any means at all?—She had a little property.

26,321. Besides this?—Yes, just a little, and of course being left a widow, we lived on that. She brought six of us up on it and on the land she farmed.

26,322. The house is now let to Jenkins, I think you said, at 8*l.* a year?—Jenkins has gone from it, and there is another party paying the 8*l.* a year.

26,323. It does not matter about the actual name. Who is bound to repair under that—does the landlord repair or the tenant?—I could not say, I am sure.

26,324. Because I mean to say it is only 8*l.*, and it makes a good deal of difference whether the landlord or the tenant repairs, and who pays the insurance, and so forth?—There is no insurance down there.

Chairman.

26,325. Then you practically mean to say, that it ruined your mother to be turned out under those circumstances?—Yes, she had no place to carry on her business.

26,326. And the shock of the eviction affected her health as well?—Yes, she never recovered. For months she never slept.

26,327. She never recovered from the shock of the eviction?—No; it brought on a heart affection, from which she died on February 22nd, 1888.

The witness withdrew.

Mr. FREDERICK W. EVANS called and examined.

Chairman.

26,328. You wish to make a statement?—Yes, on behalf of Mr. Thomas Evans. I have conveyed your Lordship's observations to Mr. Thomas Evans, upon the subject of his re-examination, in which he designed to reply to the evidence of Mr. Forrest, and to a letter of Lord Windsor. Mr. Evans desires me to say that, inasmuch as Mr. Forrest's evidence throughout impugned his, Mr. Evans's, veracity, and defamed his business and private character, he had carefully prepared evidence rebutting and correcting that of Mr. Forrest, and that he exceedingly regrets your decision, by which he is precluded from delivering it. He is of opinion that, as a matter of justice to himself, he should have been heard. Under the circumstances, dictated by the Commission, he contents himself with handing in two letters as to character, with the request that they may be read. [*Witness handed in two letters.*] He further requests that the written copy of his prepared evidence, which I beg to hand in, may be received by the Commission and printed in the Appendix of the Minutes of Evidence.

Chairman—continued.

26,329. I think, Mr. Evans, we had better be perfectly clear about this, because it is an important case, and the Commissioners would like to be distinctly understood the view that they take of this case. We consider that this case is an isolated one, but not at all typical of the relations that exist between the landlord and the tenants on the Windsor estate.

Chairman—continued.

The question between Mr. Thomas Evans and Lord Windsor has been very thoroughly gone into, and we do not consider that it is in any way a case for us to settle, but is clearly a case for arbitration or legal proceedings. The first of the case, as we understand it, is, that Mr. Evans surrendered a lease to Lord Windsor's agent, which gave him security of tenure for a certain number of years, for some consideration, about which, there appears to us to have been some dispute between Lord Windsor's agent and Mr. Thomas Evans. It is admitted that Mr. Thomas Evans became a yearly tenant on one of Lord Windsor's farms, and it is also clear, that he has received notice to quit. These, we consider, are the salient points of the case, which we will bear in mind when we consider the Report, on the general state of the law between landlord and tenant. But it is no part of our duty to comment upon the merits or demerits of any one particular case. There is one further fact I should like to draw the attention of Mr. Thomas Evans to, which is, that it was stated before the Commissioners that Mr. Thomas Evans had threatened to shoot Lord Windsor's agent. I pointed out to Lord Windsor's agent, when he made this statement, that this was a very serious charge, and a gentleman appeared before us, who corroborated this statement of Lord Windsor's agent. We should be extremely anxious to know, if Mr. Thomas Evans can in any way, explain away this most serious accusation. We should be, as Commissioners, extremely glad if in any way Mr. Evans could explain this, as a mistake or a misunderstanding?—Mr. Thomas Evans is prepared to do that, my Lord. Will you kindly have the letters as to character read. They are

Chairman—continued.

addressed to the Chairman and the members of the Commission.

26,330. Of course the question of character, you quite understand, opens a new case altogether, and if the question of character is gone into now, of course it will be probably gone into on the other side?—It is simply the testimony of those who have done business with him, and may be put against statements made at the meeting when Mr. Forrest was examined.

26,331. But you must perfectly understand, that if statements as to character are put in, of course, other gentlemen will be prepared to come forward and give statements as to character as well. Is that what you wish?—He desires them read, my Lord.

26,332. I want it perfectly to be understood, that there shall be no mistake afterwards, that you shall not say that you did not understand anything, because in your statement that you read out, I think there was a good deal of misunderstanding of what I explained to you, before the Commission sat. So that I wish there to be no misunderstanding about this: if these letters as to character are put in and read, other witnesses will be perfectly at liberty to come forward and give their information as well. That is distinctly understood?—It is for you to decide.

26,333. There is nothing for me to decide. Do you wish these letters read or not?—I wish them read, my Lord.

(*Two letters were then read, which were respectively signed by* 18 *and* 47 *persons who testified that they had always found Mr. Thomas Evans "honourable and just in his dealings, "and courteous and gentlemanly in his "demeanour."*)

Mr. Thomas Evans recalled and further examined.

Chairman.

e 4822

26,334. What is your statement?—"It is "untrue that I ever threatened (Question 4823) "to shoot Mr. Forrest. On hearing the charge, "I immediately denied and repudiated it in the "columns of the local papers, and I forwarded a "copy of my refutation to the Commission on "May 29th. Like many Welshmen I am often "hasty and vehement in speech, but I have no "wish to do Mr. Forrest or anyone else personal "violence. What may have given rise to the "story so skilfully turned to account against

Chairman—continued.

"me, was my saying that if Mr. Forrest "were in Ireland, and treated tenants as he "had treated me, he would be shot. Mr. Brace's "story (Question 4973) is refuted by his own "answers made to Mr. Brynmor Jones."

Chairman.

I will now call Mr. William Spiller to give rebutting evidence as to character put in by Mr. Vincent.

Mr. William Spiller called and examined.

Chairman.

e 4823.

26,335. You have been police constable at St. Fagan's for 10 years?—I have, my Lord.

26,336. How long have you known Mr Evans?—10 years and over.

26,337. What condition has he been in for the last six or seven years, in your opinion?—Given way to drink very much.

Chairman—continued.

26,338. Do you consider him quarrelsome, under the influence of drink?—Very quarrelsome.

26,339. Will you state what happened, when Mr. Evans arrived at St. Fagan's by train, on one occasion?—I remember him arriving by train and going to the "Plymouth Arms,"

Chairman—continued.

St. Fagan's. I saw that he was the worse for drink. I followed him in, and advised the landlady not to serve him, as he was worse for drink.

26,340. Anything more?—After some little time he went away and used a lot of abusive language. On several occasions, I have been sent for by the landlady, on account of Mr. Thomas Evans' abusive language in the house, being under the influence of drink.

26,341. Have you ever been sent for by his wife?—I have, in 1891.

26,342. What happened then?—One Sunday afternoon I was sent there. The wife sent for me; the wife and family were turned out of the house. She informed me he had threatened to shoot her.

26,343. What condition was he in, at that time?—I did not see him. She informed me he was drunk and had a gun in his possession. I advised her to stay away till he got sober, which she did.

26,344. Have you ever heard him make any statements about Mr. Forrest?—Yes; on several occasions I have heard him say that he would shoot him; that he was bound to be hung some day, and he would be hung for shooting a Scotchman.

26,345. In what condition was he when he made those statements?—Always drunk, or under the influence of drink.

26,346. Have you anything more to say?—Nothing, my Lord.

Mr. *Grove.*

26,347. Just one question: I suppose if he were to turn really *boná fide* teetotaler you would consider him a pretty good sort of fellow, would you not?—He is a very nice man, when he is sober.

Mr. *Brynmor Jones.*

26,348. Have you ever laid any information against him?—I have not.

26,349. Then when you talk about his being drunk, or under the influence of drink, to what extent do you mean?—I beg your pardon.

26,350. To what extent do you mean he is under the influence of drink—is he drunk and incapable ever?—Never incapable: he will always walk away, when I tell him.

26,351. Are you in the habit of following people into public-houses, and warning the people not to supply them?—When I see them drunk going in.

26,352. That is not an answer to my question: are you in the habit of following people into public-houses?—No.

26,353. You think that on the occasion, to which you refer, he really was in such state that a publican ought not to supply him with liquor?—Certainly.

Mr. *Seebohm.*

26,354. Do you consider that his condition was such, that he would not make a good tenant? Was it habitually such as to prevent his being a good tenant of a farm?—Under the state that I have seen him, he could not be a good tenant; he would not know what he was about, half his time.

Mr. *Grove.*

26,355. Was it very often that he was in that condition?—The last two years, he was in it more than half his time, barring three months. These last three months, I have not seen him the worse for drink.

Chairman.

26,356. The following question is put by Mr. Fred. Evans: "Have you ever known Thomas "Evans to drink anything but lemonade and "beer?"—I have.

26,357. Is not Mr. Evans a teetotaller, now?—That I cannot answer.

The witness withdrew.

Mr. C. H. KEMPTHORNE called and examined.

Chairman.

26,358. What is your profession?—I am pupil of Mr. Forrest.

26,359. How long have you lived at St. Fagan's?—The last three years.

26,360. Where did you reside before that?—At Neath, before I came to St. Fagan's.

26,361. Do you know Mr. Evans by sight?—Oh, yes. I lodged at his house, his farm.

26,362. Do you know anything about his habits of life?—Yes, I have seen him drunk on several occasions; he has come home drunk.

Chairman.

Is this evidence insisted on?

Mr. *Forrest.*

My Lord, I shall be very glad if it is withdrawn. I was very reluctant to give Mr. Vincent consent to put it in.

Chairman.

If you withdraw it, I think it will be better.

Mr. *Forrest.*

Certainly.

The witness withdrew.

Mr. *F. W. Evans.*

My Lord, may the evidence that the witness offers to the Commission in the shape of a letter,

Mr. *F. W. Evans*—continued.

be added as an appendix to the minutes of evidence.

Chairman.

I have put it as plainly as possible before, that we must not go into these personal questions.

Mr. *F. W. Evans.*

This is not personal.

Chairman.

It is what was sent to me last night, I suppose.

Mr. *F. W. Evans.*

Yes.

Chairman.

We cannot have the matter threshed out again.

Mr. EVAN EVANS called and examined.

Chairman.

26,363. You are a county councillor for the Ogmore Division?—Yes.

26,364. Will you kindly tell us, where you reside at the present time?—At Porthcawl.

26,365. What do you wish to tell the Commission?—I will read the evidence, if your Lordship will permit me.

26,366. Certainly, if you please?—"My father-in-law, the late Mr. Thomas Edwards, held "Caer Lan Farm, in the parish of Llantrissant, "for a period of 35 years. During that time "he, by the expenditure of capital and labour, "greatly improved the condition of the farm. "He had no allowance for these improvements "which he had effected: on the contrary, from "time to time his rent was increased, in conse-"quence of the improvements effected by his "own labour, and expenditure of capital. The "original rent of the farm was 38*l.* per annum. "This was increased upon three occasions, to an "ultimate sum of 62*l.*, being an increase at the "rate of 65 per cent. It was then let by "auction, and the party who rented came to "pecuniary difficulties; after which, the farm "was re-offered to my father-in-law, who re-"took it for the purpose of getting back some "portion of his previous outlay. I consider "the formation of a Land Court, to secure fair "rent and fixity of tenure, an absolute neces-"sity. I also urge the undesirability of any "restrictive arguments. I consider that the "landlord should be satisfied before he lets a "farm, first, that the tenant has the necessary "capital; secondly, that he knows his business, "and that if so, the tenant should have perfect "freedom."

26,367. May I ask you, who was the proprietor of this farm?—I do not wish to give the names of any party. It belonged, in the first instance, to a living—Llanwono living.

26,368. It was a glebe farm?—I believe it was.

26,369. Was it sold for the glebe?—It was sold, yes. This year when it was sold, it was let by auction for 70*l.*

26,370. And your father-in-law is in possession of the farm now?—No; he left it 13 years ago.

Sir *John Llewelyn.*

26,371. When was it sold?—About 13 years ago.

26,372. It was then, when it was first sold?—No; it was sold before.

Sir *John Llewelyn*—continued.

26,373. It was sold before your father-in-law left it?—It was sold about 17 or 18 years ago.

26,374. Was the purchaser a large landlord or a small landlord?—Do you wish me to give the name.

26,375. No; you have already said you would rather not?—I would prefer not.

26,376. I only wish to know, whether he is to be classed in the category of large or small landlords. Was the purchaser a gentleman who owned much land before?—No, not very much.

26,377. Is it near Porthcawl?—No. Llantrissant, I should say.

26,378. A mountain farm?—Upland farm.

26,379. In the coal district?—Yes; very near.

26,380. Were the minerals sold at the same time?—I believe so. I have no doubt it will all come right again.

26,381. Are you aware of the Agricultural Holdings Act?—Not very minutely; I know of it. That was not in existence at this time.

26,382. Do you think that this Act does justice between landlord and tenant?—Not exactly. I think it falls very far from reaching the necessities, which we require.

26,383. If it had been in existence at that time, do you think it would have secured your ancestors, against the increased rent upon their own improvements?—I doubt it very much, because the reclaiming of land takes a very great many years, especially in the upland farms. About three acres, if taken every year. It takes a good many years to get it to good pasture.

26,384. May I ask, if this increase of rent was made upon any building improvements upon the land?—Very little worth mentioning.

26,385. Principally upon agricultural improvements?—Yes, upon reclaiming land.

Professor *Rhŷs.*

26,386. I understood you to say, that you would have the law so altered, that you would have no agreements between landlords and tenants?—I say there are no agreements that would reach this reclaiming of land, and that could induce the investment of labour and capital in the land.

26,387. You would prefer it all to be settled by law beforehand?—It cannot be practically done in any other way in our experience.

Professor *Rhŷs*—continued.

26,388. The custom of Glamorgan does not quite satisfy the case then, you say?—Well, it goes to a very far extent, I admit; but still, in reclaiming land, it takes a very great many years. I know of many cases, where farmers have been doing this for 20 years and 30 years continually.

26,389. And the custom of Glamorgan does not allow a sufficient period to elapse, for the unexhausted improvements?—Not for particular farms such as bog, peat, and where you have to clear the bracks-forming fields, which was going on about 20 years ago, very extensively.

26,390. But the custom of Glamorgan would come nearer to what you consider just, than the present Agricultural Holdings Act?—Yes, I consider it does.

26,391. It would be easier to mend that to meet your requirements, than to amend the present Act of Parliament?—Yes. I prefer the custom.

26,392. The present Act of Parliament is not resorted to at all, is it?—No.

26,393. Tenants know very little about it?—Yes.

26,394. And care less?—Yes. It has been tested, and it has been found in every case, that the old custom is much better. May I give my reason for saying, that I do not agree with restrictions in agreements?

26,395. That was partly the object of my questions to you; I did not quite follow you. Will you give your reasons?—My objection is to the restrictions against the selling of hay and straw, and swedes. The manurial value of hay is about 30*s.* per ton; straw, say, 10*s.*; swedes, say, 5*s.*; whereas you can sell hay sometimes for, say, 6*l.* to 7*l.* a ton.

26,396. At present you could sell it for more, could you not?—Yes, you might; it has been higher. If you were to sell the hay, and buy the equivalent, say in manure, I should think you would buy at a profit of, say, 200 per cent., because you could have every property that contains the manurial value of hay in manure. Especially so with swedes, again—I think in these days if you could sell swedes and buy corn, and feed the sheep on the fields with corn, and sell some swedes, you would profit very much indeed.

26,397. Would you suggest any means of superintending this, or some check on the farmer to see that he does bring in sufficient manure. There is occasionally, you know, a bad farmer as well as a bad landlord?—Yes. I think for the fairness of landlords that it ought to be checked; although in very rare cases, you will find it. I think it would be only fair, because it is quite possible for a farmer to run into a farm, and ruin it. I admit that.

26,398. What sort of check would you suggest?—I do not know of any instances, in my experience, that should require it.

26,399. Still you have just admitted that there might be a bad farmer?—I admitted the possibility.

Professor *Rhŷs*—continued.

26,400. What would you do with regard to him; you would have to provide for that, in some way. If you altered the law, you would have to cover that?—Well, there is the principle; but I should not like to suggest any details.

26,401. You have not thought that out?—I should think it would be only fair, that there should be something.

26,402. But you have not thought out the exact working?—No. It is such an exceptional case, I did not think of it—very exceptional indeed. I may endorse, what has been put before you already, that the state of agriculture at the present time is very depressed indeed, and unless we have some remedy shortly, we will see disastrous consequences.

26,403. What remedy do you suggest?—Well, you must let the land at fair rates, at all events.

26,404. Fair rents?—Fair rents.

26,405. Anything else?—Oh, yes; there are many other things; especially railway rates. I sent wheat not long ago, from a short distance to Cardiff. The miller told me that he also received wheat from Texas. He asked me, "How much do you pay for railway rates for "this 20 miles?" I showed him the bill, and then he showed me the expense of transit from Texas here to Cardiff; and it was much less than we had to pay from near Bridgend. I think that was a very hard case.

26,406. You think something ought to be done to give you fair play in that direction; Yes; I think so.

26,407. You do not go so far as to suggest protection, do you?—No; far from it. I think that is all a dream, with the present population of this country.

26,408. You suggest that there should be some correction of the present rates of transit?—Yes, that is one thing.

26,409. How would you get that brought about; I mean, we cannot control the tranit rates from Texas to our own ports?—No.

26,410. What would you do?—I think the railway fares on agricultural commodities, ought to be modified very much.

26,411. Lowered, you mean?—Yes, lowered.

26,412. Do you ever suggest anything of the sort, when you have an election of a Member of Parliament?—Well, it is a grievance all over the country.

26,413. But is it ever suggested to candidates for Parliament, that they should look after your interests with regard to railway fares?—Not practical enough—I am afraid not.

26,414. Do you not heckle your candidates with some effect upon these things?—Yes; but I am afraid in this case we have neglected it, we have never put it forward.

26,415. Attention is confined to disestablishment and questions of that sort?—Yes, very much, no doubt.

26,416. And the farming interests have been, on the whole, neglected, you think?—To a certain extent, not altogether.

Mr. *Grove.*

26,417. You speak of the charge for carriage of wheat by rail from Cardiff to Bridgend?—Yes.

26,418. How much per ton did they charge you?—I cannot give you the figures to-day.

26,419. Do you know whether it was up to the maximum power of charge of the railway company?—No; I cannot give figures; I am not prepared.

26,420. You speak of reclaiming of land. You seem to have watched that pretty closely. Could you give us an estimate of the cost of reclaiming an acre of land, and when it is reclaimed, the increased value of it?—I have been interested in reclaiming myself about 50 to 60 acres, and it cost us at least 10*l.* an acre.

26,421. What would you consider the increased value of the land?—I am not able to say. My impression always has been, that the reclaiming of land where there is no mineral, reached to very nearly the value of the land originally in any cases. Reclaiming has come very near, including making banks where there are no minerals, and no prospects.

26,422. We have had evidence given us, that where a correct account was kept of the cost of reclaiming land, the increased value of the land only gave 1 per cent. upon the outlay?—Yes; 1 per cent.

26,423. Would you confirm that generally speaking?—That depends on the land.

26,424. Of course, but you could not, I suppose, give an average just at the moment?—I have known in my experience, land that returned 3, 4, and 5 per cent., and I know some land that does not pay 1 per cent. for reclaiming.

26,425. During the last few months, since hay has been selling at a good price, have the farmers availed themselves of that, to any extent, by selling as much hay as possible?—Well, not much; you may say it has been carried on to a certain extent. I do not think it has been used very much.

26,426. But I gather, that some of the agents of the larger estates, have given perfect freedom to farmers to sell as much as they possibly could at the higher prices?—Yes. Well, that is very wise of them, very wise indeed. This year prices are very high, and no doubt many have had consent, but I am sorry to say there is no hay to be sold, unfortunately.

Mr. *Richard Jones.*

26,427. I take it, when a tenant erects any buildings, there is no provision in the custom of West Glamorgan for meeting a case of that kind?—No, there is not. I have experience myself in that case.

26,428. Do you know whether tenants do erect any buildings?—Oh, in many cases.

26,429. Do they take precaution to obtain the consent of the landlord in such cases?—No, I am sorry to say, it is very rare; it is an exceptional case for them to do so.

Mr. *Richard Jones*—continued.

26,430. Why do they do so—because they are clearly out of court?—Well, I am sorry to say we, as farmers, are not business men as a rule, we are very much behind business men.

26,431. Are they not sufficiently alive to their interests?—Well, they are beginning to wake now, I am glad to say; there is great amendment in that respect lately.

26,432. I suppose "necessity is the mother of invention"?—Exactly. "Desperate diseases "require desperate remedies." I think that is the state at the present time.

26,433. With regard to the reclamation of waste land, what is the general rule of compensation. Are valuers guided by the value of the improvement to the incoming tenant, or is there a scale of compensation?—I do not know of a scale for reclaiming land.

26,434. Is there a scale for anything at all for compensation?—Yes, there is.

26,435. For lime, I suppose, and things of that kind?—Yes, and for eating swedes, and manure, and many things; there are scales for those.

26,436. Is there any suggestion you could make, to improve the custom?—I am not prepared to-day to suggest any improvement; I have not thought it sufficiently over; but I believe that it takes 20 or 30 years to reclaim a farm; it comes year after year gradually, especially the old times, 20 or 30 years ago. Not so much of that is done, at the present time.

26,437. That is, you mean, to reap the full benefit of it?—Quite so; it is impossible. Seven years is nothing for a farmer; he cannot right himself in a farm in seven years.

26,438. But does not the valuer take that into consideration, when he is valuing between the incoming tenant and the outgoing tenant?—Yes, to a certain extent, but I do not think he can cover it all.

26,439. I think you made a reference to the consuming value of swedes and so forth?—I beg pardon?

26,440. When the consuming value of produce is assessed, is it elastic—does it vary with the price of produce, or is it generally a fixed sum?—You mean in the scale according to the custom.

26,441. Yes, according to the custom?—I think it is fixed.

26,442. At a fixed price?—I think it is, according to the outlay on feeding, cotton cake and linseed cake and so on. I think that is the scale they go upon.

26,443. With regard to hay I mean; hay is dearer at some times than at others?—Yes, it is.

26,444. Would the valuer take the consuming price of hay to the incoming tenant?—I understand your question now. I do not think it would be necessary, because the manurial value of a ton of hay is the same, whether the price is 2*l.* or 8*l.* a ton.

26,445. It is true that the manurial value of it is the same, but do you think it would be just between them?—Yes, I think it would be fair. It must be.

Mr. *Griffiths.*

26,446. What do you consider the difference between the value of hay—I mean the consuming price—and the market price?—Well, I am not prepared to go into that. It is only the principle I wish to suggest. I wish not to go into figures, only the principle.

26,447. You spoke just now of a farm being advanced from 38*l.* to 62*l.*?—I did.

26,448. It was afterwards retaken?—Yes.

26,449. At what rent was it taken the last time?—At the same rent as it was before.

26,450. At 62*l.*?—Up to the time it was let by auction.

26,451. Had the landlord made any improvements before he advanced the rent from 38*l.* to 62*l.*?—No. I am glad you asked that question. The farm had gone into ruin in the twelvemonth, because when the farmer came there, it was let in one open common for the cattle. The fences were reduced very much indeed and the land damaged very seriously.

26,452. Had the landlord done any improvements, before raising the rent?—No, he had not.

26,453. The improvements were all done by the tenant, were they?—Yes, all.

26,454. Do you not think that farmers have trusted too much to the honour of the landlords in the past?—Well, I think they are to be blamed to a great extent; I should not say all the landlords; but, as I say, the farmers ought

Mr. *Griffiths*—continued.

to be more business men. Some landlords are so honourable till their tenants are deluded; so I should not like to go into these matters.

26,455. But some tenants have had some severe lessons in doing so, have they not?—Oh, I have got many instances of farmers who have been ruined.

26,456. By trusting to the landlords?—Yes, by too much confidence—going to the farm and beginning to reclaim it, and then speculating, advancing all their capital, and eventually having the rent advanced; then times have turned, you may say, and the consequence is very serious indeed.

26,457. Do you remember any instances of farms being sold in that way, after the tenant had improved them?—Well I am not ready now to go into that.

26,458. Do you think Government should interfere with regard to railway rates, and give the farmers the same chance as any others, to send their produce over the railway?—Decidedly.

Chairman.

26,459. I have only one more question to put to you, and that is from Mr. Vincent: "Are you "a practical farmer"?—I have been a farmer all the days of my life.

26,460. "How many acres do you farm"?—160 acres, since I am responsible.

The witness withdrew.

Mr. Thomas Evans called and examined.

Chairman.

26,461. Can you speak English?—No; I prefer Welsh.

26,462. Is this statement of your evidence accurate?—Yes.

26,463. You can speak English to a certain extent, can you not?—To a small extent, but I would prefer giving evidence in Welsh. [*The evidence of the witness was then taken through an interpreter.*]

26,464. This statement is accurate?—Yes.

The following statement of the witness was read—

"Thomas Evans, of Mount Pleasant, Porthcawl, farmer, will state as follows:—

"My late father, Evan Evans, was a tenant of Garth Grabben Farm, near Llantrissant, under the Garth Hall Estate. The farm was about 200 acres, one-fourth of which was arable. My grandfather farmed the farm before him. When I was a boy at home, at least half the land was wet and boggy, and the farm generally was not in a good condition. The dry portion of the land was very stony, and briars, furze, and gorse grew on a portion of it. The rent was 76*l.* in my father's time. I and my brothers helped my father on the farm, without wages; there were four of us altogether. The farm was not sufficient to keep us, and so we boys, when we grew up, took jobs outside in the way of road-making,

Chairman—continued.

&c., to help to pay the rent. My father died in 1879, and on his death my mother, brothers, and self took on the farm jointly. When my father died, the condition of the farm had greatly improved, by our labours in removing the gorse, and in draining the wet portion of the land, and in removing the stones from off the land. When the farm was let to my mother, brothers, and self, the rent was the same as before, but the price of corn became so cheap, that we put the arable portion of the farm into pasture, at our own expense. In 1880 this was thoroughly completed, and we then had notice to quit for the rise in the rent from 76*l.* to 123*l.* nett. The increase in the rent was due solely to the improvements which my father, brothers, and self had effected on the land at our own expense, and we considered it was a great hardship, and so left the farm. At the time we left, I consider the farm was well worth the sum asked, but we thought it was so unjust that we should be taxed upon our own improvements. I strongly urge that a Land Court should be established, to meet such a case as the one I have described, and that there should be fixity of tenure so as to prevent the landlord acting to others as our landlord did to us, namely, tax our own industry and capital. I think that the farmer is in a different condition, with reference to his farm,

Chairman—continued.

than the ordinary tradesman is, with reference to his shop. The tradesman if he has notice to quit, can take the goods from off his shelves, and leave the shop as empty as when he took it, but a farmer cannot take everything he has put into the land out, and the improvements, even under the custom of the county, do not recoup him for his labour or capital. My brother county councillor, Evan Evans, is in court, and will confirm all I have said."

26,465. Would you mind giving us the name of the landlord?—His name was Humphreys. Then the estate passed on to others after that.

26,466. Who raised the rent?—Mrs. Adam, to whom the estate came.

26,467. What compensation did you get, when you went out?—50*l.*, and that is all for the improvements.

Mr. *Griffiths.*

26,468. What were the improvements for which you received the sum of 50*l.*?—Draining, for the most part.

26,469. Then you had notice to quit or raising the rent?—Yes, or raising the rent.

26,470. And you did not take the farm?—We refused it.

26,471. Why did you refuse to take the farm?—Because I saw it was too hard to raise such a sum, on our own industry.

26,472. Then it was not altogether because the farm was too dear, but you considered it a great hardship that you were obliged to pay twice for it?—Of the two, I think the farm is cheaper now, than it was before it was improved.

26,473. Did anyone value this farm?—Yes. You mean in order to have the rent raised?

26,474. That is what I mean. Who valued the farm?—The agent.

26,475. Is he a professional valuer?—He valued the farm high enough at any rate.

26,476. But is he a regular valuer?—I cannot be sure about that.

26,477. Did you ever hear of him valuing anywhere else?—I think he has done so.

26,478. Then, as a rule, the tenants are obliged to yield to his valuation or leave the farm?—We had to so, at any rate.

26,479. Then you want some court to appeal to. When you consider the rent is too high, and the landlord thinks it is too low, you want to have some court that you can refer to, to settle the question between you?—Yes, undoubtedly.

26,480. And also to appeal as to any improvements made upon the farm?—Yes, emphatically.

Mr. *Richard Jones.*

26,481. I suppose you turned a good deal of your farm into permanent pasture?—I was on the last field of the farm, when I received notice to quit.

Mr. *Richard Jones*—continued.

26,482. Inasmuch as you do not get anything for laying down permanent pasture, according to the custom of Glamorganshire, you would recommend that the custom should provide against a case of that kind?—Yes, undoubtedly.

26,483. Are you satisfied with the Glamorganshire custom, in respect to drainage. Is 14 years a sufficient time to work out the improvement?—Not half.

26,484. What number of years would you consider sufficient?—It is difficult to say, but I think it should be as many years as the tenant should live, or rather as long as the drain conveys the water.

Mr. *Grove.*

26,485. Am I right, in the note I have made, that the rent used to be 76*l.* a year, and the present rent is 123*l.*?—Yes, as near as I could say.

26,486. And were all the improvements, making this increased value, effected by you and your family?—Entirely.

26,487. Then it appears that the farm now fetches, in consequence of those improvements, 47*l.* a year more than it did?—Yes, undoubtedly.

26,488. That turned into capitalised value at 30 years' purchase would be about 1,410*l.*?—Yes, about that. That was what I calculated it to be.

26,489. And for that increased capital value, you only got 50*l.* when you left the farm?—I only got 50*l.* I understand you mean for the the improvements?

26,490. Yes?—I got something from the incoming tenant.

Professor *Rhŷs.*

26,491. For other things?—For other things.

Sir *John Llewelyn.*

26,492. Supposing there had been a Land Court in existence, when you went out, and that you had applied to it, according to your own showing, would not the rent have been raised?—I would not mind that, provided they paid for any improvements.

26,493. That is exactly the point I wanted to come to. Is not then your contention: that there ought to be full compensation for improvements?—Altogether. That is my meaning.

26,494. Were you under the custom of the county of Glamorgan?—Yes.

26,495. Did you make any application for compensation?—No, I did not understand which way I could do so.

26,496. How did you get the 50*l.* compensation then?—The agent asked me how much I thought I could claim for improvements—those that I could claim within the time, because

Sir *John Llewelyn*—continued.

draining extends to 14 years. He asked me what did I think would be about the average claim for that.

26,497. What was your answer to that?—I mentioned a particular sum.

26,498. What was that sum?—I said 40*l.* Then I saw that I had asked for far too little, and I said 50*l.* afterwards, and he gave me that amount.

26,499. Do you mind telling us how much you received from the incoming tenant?—I have no objection—about 120*l.*

Mr. *Griffiths.*

26,500. Was it on the draining alone that you had this 50*l.*?—Well, we spoke about draining, and I suppose the agent was a little smarter than me. He gave what I asked for immediately, without having time to go into other matters.

26,501. But was that for draining alone, did it include anything else?—Well, there was much to be included at any rate.

26,502. You worked on this farm with your father when you were young, did you not?—Yes.

26,503. Was it rather a tight job to get the rent in, before you made your improvements?—So hard, that the agent permitted my father not to pay the rent until he was really in a position to pay it, and I understood that he paid 5*l.* every half year, and was cleared off in six or seven years.

26,504. But gradually he made the farm pay?—We made it pay when we worked for nothing for him.

26,505. You mean the children—you and your brothers?—Yes, when the children worked for nothing.

26,506. Did they receive no pay at all?—No, we as children received nothing, except food and clothes.

26,507. Do you think that was as much as the wages that are given to servants now?—I doubt it.

Mr. *Richard Jones.*

26,508. Do you think it right, that a landlord should have the power of turning out a tenant on the world, even if he gets full compensation for improvements, after he has formed his connexions in a place or in a neighbourhood?—Entirely to the contrary.

26,509. That is, if the farming gives satisfaction to the agent and the landlord?—Yes.

26,510. In that case you are in favour of fixity of tenure?—Yes, entirely. The reason of that is, that the tenant gets to understand the nature of the soil, and what cattle and so on, best suit the land.

Chairman.

26,511. A question is sent up by Mr. T. Radcliffe: "Had you sufficient buildings on the farm?"—There were sufficient buildings on the farm in my father's time, but they were too limited in our time.

Chairman—continued.

26,512. "Have you built any buildings on your farm?"—Yes.

26,513. "Have you been compensated?"—We received half the value of a shed 42 feet in length; we received about half the value of a coach-house and granary. Inasmuch as the buildings for cattle were about 300 yards from the house, we built a stable with room for three horses, and a granary above the stable, and we were allowed for the materials, and the labour fell to our share. The worst about it is, that it was the year before I received the notice, that I built it. We put up a piggery, with room for 10 pigs. We received nothing for that.

26,514. Then I have some questions by Mr. Daniel John: "How many cattle were kept "on the farm before cultivating?"—From 25 to 30.

26,515. "And how many afterwards?"—From 35 to 50. I have seen as many as 50.

26,516. "Is it true that you had notice to "quit because your political opinion differed "from that of your landlord's and agent's?"—No, I do not think so, although we do not hold the same political views. The agent told me, I was the only one of whom they felt certain, how he would vote, and he commended me for my outspokenness.

26,517. "Do you know of any instances in "your neighbourhood similar to yours?"—Yes.

26,518. "Where farms have been cultivated "and rents have been advanced?"—Yes, and, worse than all, I can mention one, especially Coed-y-le on the Ynysplwm estate.

Mr. *Richard Jones.*

26,519. Who is the owner?—Mr. Cozens, of Ynysplwm. When they took the farm it was 90*l.* They were there 28 years, and the rent was raised to 180*l.* Besides an outlay of 150*l.* for buildings for cattle, having been promised to be paid for that in the future, but unfortunately the estate was to pass unencumbered to the succeeding owner. The consequence of that is, that four or more tenants have been there, and some of them have gone to the wall—ruined themselves, and others have left for their lives, and the rent by this, has come back nearly to the old price. When they left there was a gate on every gap, but by this time, there is not one.

Chairman.

26,520. A question is handed up by Mr. Vincent: "Was not the owner of this farm, "Coed-y-le, himself a farmer, and a very small "owner"?—No, he was not a small landowner.

Mr. *Griffiths.*

26,521. Was the landlord aware that you had received 120*l.* from the incoming tenant?—

Mr. *Griffiths*—continued.

What he said was this: "You should ask the "incoming tenant for everything, which you "can claim according to the custom." We, the incoming and outgoing tenants, agreed without the valuation being made.

The witness withdrew.

Mr. Jenkin Thomas, Junior, called and examined.

Chairman.

26,522. Where do you live?—I live at Lilliput Farm, Bonvilstone.

26,523. Close to Cardiff?—About 8 miles out of Cardiff.

26,524. Who is the tenant of Lilliput Farm?—My father.

26,525. Who is the landlord?—Mr. Thurston Bassett.

26,526. You work the farm with your father, I understand?—Yes, my Lord.

26,527. On what do you wish to speak?—Perhaps I had better give the evidence of my father coming down from near Bridgend and tenanting a farm in 1863—Holton Farm. There was a new building to be erected on this farm, and he had to do the hauling; to carry the stones between a mile and a mile and a half, and the slates and timber from Cardiff, 7 miles. After the building was erected, there was a new agent taken on the estate; he was a lawyer.

26,528. Who was the landlord of this estate?—Captain Jenner then. Five and a half years after this building was erected, he raised the rent of the farm 50*l.*

26,529. What was the original rent?—I am not able to tell you.

26,530. He raised the rent of the farm, however, 50*l.* a year?—50*l.* a year. In consequence, my father was not able to pay. He had notice to quit the farm, and he left the farm. We were a family of 13—11 children and our parents—living in this house on the farm. There were three bedrooms in the house, and two front rooms, and a small back kitchen, a small pantry, and a small dairy. In consequence we, as a family, had to put three beds in the same room, and seven of us slept in the same room, and we had not room even to walk between these three beds. We had to go over a bed to get into bed. The servant men, in consequence, had to sleep out in the buildings, and that was a great inconvenience to us.

Professor *Rhŷs.*

26,531. In the outbuildings?—In the outbuildings. That is all I have to tell you about Holton Farm. I should say this. When father left this farm he had 428*l.* for improvements from the incoming tenant. He took Cwmcidy Farm in 1876. The terms of entering into this farm were, that we should pay for the manure and the clover that was in the land. We had to pay for all standing manure, that was left by the landlord. The landlord farmed the farm himself, and he charged us for the manure, when we went into the farm.

Chairman

26,532. Who was the landlord of that farm?—The late Colonel Romilly. The farm was 350 acres, more or less; more, I should say, than 350 acres.

26,533. What was the rent?—I think it was 18*s.* an acre. He was there five years, and during that time they were very wet seasons. In consequence he lost 110 breeding ewes. He had been offered a fortnight before, for these breeding ewes, 2*l.* 10*s.* a head, and he said "No, "I would not sell them for 3*l.*" Well, in a fortnight he sold these breeding ewes for 8*s.* a head, the land being so wet. Of course everybody understands such a loss as that. As to the corn for four years off this farm, he sold of wheat, one year, 27*l.* We had about 40 sacks of oats. Every bushel of oats we had was 40 sacks. In consequence we had to pay 80*l.* for feeding stuffs. Father applied for, and asked the landlord for a reduction, and the landlord held stiff that he would not give any reduction on the farm. Father left the farm and we went out of the farm. The landlord paid us for the clover, but he would not give us one penny for the standing manure. We had paid it going in, but not one farthing would he give. He told us, to make the best of it; he told us, we could sell it to whom we liked. Of course, it was an inconvenience to us to sell it, and we scarcely got anything for it. We left the farm. Then in 1881 we took Lilliput Farm. Belonging to this farm, there are about 130 acres of land that grows splendidly fern, gorse, and heather. There is one field attached to this farm of 19 acres. When we went there, I do not know whether it was the agent or the tenant, that was there before, had rented this field to a squire living in the village, the late Mr. Knight. Mr. Tudor Crawshay had one acre of it diminishing that field, and the field was the support of the farm. Well, they kept this for two years. We had to rent other land in consequence to keep the stock.

26,534. What is the whole acreage of Lilliput Farm?—218 acres.

26,535. Of which 130 are very rough land?—Very rough. When we had the field back an allowance of 3*l.* an acre was promised for this field. Then we had to pay the rent upon the field afterwards. We had the game when we went to the farm. The agent told us that the game was to us the same as the rats; if we were in possession of the rats, we were in possession of the game. In a little while after we had been there, Mr. Tudor Crawshay, living close by, was renting the game, it seems, from the late Mr. Bassett, and he sent his keepers round to catch the game on the land. Father made a complaint, and the agent told my father the same thing again. Ever

Chairman—continued.

since we have been there with Mr. Crawshay, we have been continually at loggerheads about the game—preserving game in the coverts and eating our crops. We were not allowed to catch the game inside. It was impossible sometimes to trample through the hay, to catch the game outside the coverts. They were eating, not to say a word of untruth, surely about an acre of hay every year. Last year we had a field of barley, and it was estimated by neighbours close by, that they ate 50 bushels of this barley for us. This year we had clover, and they ate an acre of this clover this year. Well, we went before the present landlord, and he told us that he would not allow any more rabbiting. Father said "Well, if you are going to stop us to catch "the rabbits I will not keep the farm for half "the price." "Well," he said, "You know the "law, and you can use the law, but I am having "continual complaints of catching the rabbits "from Mr. Crawshay." We did not know what to do; whether to catch the rabbits, or whether to leave the rabbits alone.

Professor *Rhŷs.*

26,536. Did you know the law?—We knew the law allowed us to catch the game.

26,537. Well, where was the uncertainty?—The landlord himself telling us that he would not allow any more rabbiting. We had notice, when the late Mr. Bassett died, of the change of landlord, and when we went before the present landlord, he spoke very grossly to us—I do not know why—and he gave us an allowance to continue in the farm for a certain time. We were renting afterwards under Mrs. Bassett, the widow of the late Mr. Richard Bassett, and from Mr. Thurston Bassett, Crossways. The lower part of the farm belonged to Mrs. Bassett, and this other part of the farm and buildings belonged to Mr. Thurston Bassett. We had notice to quit the last February, and we thought that Mr. Bassett was going to buy the whole of the farm, and we lingered until we thought he would be sole landlord. The day we were going to pay the rent, my sister was taken very poorly, and we were not able to leave her bedside for a month. In consequence we had to stay at home, and father had to stay at home as well. A man came during this time to walk the farm. I suppose he saw Mr. Bassett, and rented the farm without giving a chance to father, who had been in the farm for 12 years, and did not owe the landlord a penny of rent. Without giving a chance to father, he rented the farm to this tenant, who is coming in now. I wrote to Mr. Bassett and I asked him this. I said I was sorry he was turning my father out. He was a man of 78 years of age—nearly 79.

26,538. Is that the Mr. Thurston Bassett who gave evidence before us at Cowbridge?—Yes, that is the same gentleman; and I told him we had had a difficulty to pay for the rent owing to this, that the back land was so poor that we could not compete with other farmers in the state of the market, and of prices. I told him there was no form of bone, flesh, or muscle in the land. He wrote back to me, and I do not know whether it was a mishap of his or not, in an unstamped envelope, and said he was sorry he had rented the farm, but he did not give an explanation why he sent father away from the farm. He did not give us any decided explanation why he sent father away, and he said, of course, it was too late then—that he had rented the farm.

Professor *Rhŷs*—continued.

26,539. You mean he had "let" the farm?—Yes, he had let the farm. Of course we had nothing else to do then, but it has been said, and I do not know whether it is right or not, that father had to leave owing to myself. I am very sorry to say it. I cannot say that this is a correct statement, but Mr. Bassett referred to me when we were before him, and he said that I must stay more at home with father. I occasionally speak on Sunday in the Calvinistic Methodist Chapel. I spend not an hour of father's time to prepare in any way for this work. I have been on the farm now working for him, and I have not received one fraction for my work during these five years. I have paid money to help father, very often out of my own pocket, to help him to bring two ends to meet. We have not had a single fraction back from our landlord as compensation, and not as a percentage, in these bad times. He told me that I had no right to go about, and he said that if I was a farmer, I could not do the both things. I told him I was not his tenant; and I said I simply stayed with father, because he was getting on in years. I simply told him the fact that I could do better without the farm, but in consideration for helping father, I stayed at home. I do not know whether it is because I stand up and defend my own principles, and the principles that I cannot help defending—if this is the reason, I am ashamed to think that we are made slaves of—I am ashamed to think that father is turned out of his farm because of myself, and I am very sorry, really, that I have been a stumbling block in the way. As to the position of farmers and landlords, I think that we can gather this, if the present state of trade is going to continue, the farming class will be the poorest class possible. I do no know whether I ought to say any more, but I think it is my place now to leave the evidence, and answer any questions you may put.

Chairman.

26,540. On your statement you say you are in favour of a Land Court to fix fair rents?—Yes.

26,541. And also a Land Court to fix security of tenure and compensation?—Yes.

Sir *John Llewelyn.*

26,542. I will take you back to the first portion of your evidence, in 1863, when your father did the haulage for certain buildings; that was on Captain Jenner's estate?—Yes, on Captain Jenner's estate.

26,543. Was the farm sold?—No, not to my knowledge.

Sir *John Llewelyn*—continued.

26,544. What was the year when you went out of it?—1876.

26,545. That would be the year in which you went to Cwmcidy Farm?—Yes.

26,546. When you went out, did you make any claim for compensation?—We had 428*l.* compensation.

26,547. You told us from the incoming tenant?—From the incoming tenant.

26,548. You told us, that you had done five-and-a-half years, before a certain amount of haulage for permanent improvements?—Yes.

26,549. Was it in your agreement that the tenant was to do that haulage?—I cannot say.

26,550. Can you say, whether it is the ordinary custom of this county, that the tenant does haulage for permanent improvements?—I am not able to say.

26,551. I rather take it, you complain that when you went out, you ought to have had something for that haulage?—Yes, I do.

26,552. Did you make any claim for it to the landlord?—Yes, it was mentioned to the landlord, but they said it was gone too late to make a claim.

26,553. At Cwmcidy you say, you paid going in for manure and clover?—Yes.

26,554. You did not say how much?—68*l.* or 62*l.*, I am not sure which.

26,555. When you went out again, you were only paid for the clover, and not for the manure?—Not for the manure.

26,556. Can you say how much you received?—No, I cannot tell you; I am not able to tell you.

26,557. Was there a valuation made; did you appoint a valuer, and the landlord appoint a valuer, or how did you arrive at the amount?—I do not know whether Mr. George Thomas was the valuer there of the manure or not, and the clover; he was our valuer, when we went out of Holton Farm. I am not able to state whether we had a valuer then or not.

26,558. If not how was the amount arrived at?—Well, I think that we must have had a valuer. Of course I could give those facts again.

26,559. The five years between 1876 and 1881 were very wet years, and you had a considerable loss?—Yes.

26,560. Were you singular in that, or did the other neighbouring farmers lose?—I think the other farmers lost as well at the same time, through the sheep rotting.

26,561. In Lilliput had you any agreement with the landlord?—Yes.

26,562. Have you that by you now?—No, I have not.

26,563. It was a written agreement?—Yes.

26,564. Was the game reserved to the landlord?—No.

26,565. In consequence of there being no reservation, you exercised the rights?—We had the ground game. That is the way in which it was rented to us. That was before the Act passed.

26,566. It was in 1881, was it not?—Yes.

Sir *John Llewelyn*—continued.

26,567. Was not the Ground Game Act passed in 1880?—Yes, I think it was.

26,568. You took Lilliput in 1881?—In 1881.

26,569. You exercised rights at all events?—Yes.

26,570. Can you tell me how those rights were taken from you, or attempted to be taken from you?—I suppose it was owing to Mr. Tudor Crawshay renting the game.

26,571. Have you anything to show the way in which it was attempted to take your rights from you?—No, I have not.

26,572. Did any letters pass on the subject?—No, I do not think so.

Professor *Rhŷs.*

26,573. Did you make any complaints about the game to Mr. Bassett?—To the agent. We were making complaints continually of the interference of Mr. Crawshay and his keepers about the game.

26,574. Mr. Bassett in his evidence told us that he never had any bother with the game at all?—Yes, I think Mr. Bassett spoke in his evidence about the number of rabbits shot, and that there was no damage done by the game on his estate. I think, if I remember rightly, he said that, at Cowbridge.

Sir *John Llewelyn.*

26,575. Mr. Bassett did not himself exercise any rights of sporting there?—Not himself. We have never seen him shooting over the farm, only Mr. Crawshay.

Professor *Rhŷs.*

26,576. Did you have any reduction in your rent, or ask for any; did your father ask for any reduction in his rent?—Yes.

26,577. Did he get any?—No.

26,578. Mr. Bassett, in his evidence to us, said he made reductions on his own estate—"on "my own estate there have been permanent re-"ductions," but your father did not get any?—Not any.

26,579. Mr. Bassett objects to you, you think, and it is rumoured that that is why your father has to leave the place?—I have heard that, but I am not able to maintain it.

26,580. Is there any good ground for maintaining that?—I have heard other people saying it, but I do not know whether it is right or not. I am sorry if it is right. I am sorry of this occurring.

26,581. You say you have been assisting your father to pay the rent?—Yes.

26,582. Do you think if you had been a clerk, we will say at Cardiff here, or a joiner, or tailor, or draper, and assisted your father in paying the rent, there would be any objection; do you think your father would have had notice to quit in that case?—I do not know. I cannot tell you.

Mr. *Grove.*

26,583. One question about the 18 acres. You said there were 18 acres taken for two years, of the very best land of the farm; do we gather that no allowance was made for that?—There was an allowance, I suppose, of 3*l.* an acre, and when the account was made up, we had to pay 60*l.* for the land afterwards.

26,584. You considered you did get an allowance then, equivalent to the value of that land?—I do not think we could have, owing to that land being the best land, and the only land that we could grow hay upon. On the back land we could grow nothing else but fern.

26,585. We understand there were 13 acres of very poor land there, but you did get an allowance of some kind for the 18 acres?—Yes, we did. This back land we had a sale of, on the 2nd of November. We had an offer for the back land, for the roughage for three months to the 2nd of February. That is to prove the value of this land, and some of it we could not rent at any price. They would not take it to turn their animals into.

Mr. *Seebohm.*

26,586. How far is it the custom in this part of the world in letting a farm to a father of considerable age who has a son, to put the tenancy in the name of the father without the son being joined with him?—I am not able to answer your question.

26,587. I mean if an old man, a man of the age of your father, was taking a farm, would it be likely that he would be able to take the farm, if he had not a son working with him?—When he took the farm of course he was younger, that was 13 years ago next February, and I was younger at that time, and my brothers were married, and they had taken separate businesses.

26,588. So that you think there was no justification for holding that the farm had practically been let to your father and his son together?—Well, I cannot say.

26,589. You think it is quite clear it was let solely to your father?—Yes, it was let solely to father.

Mr. *Griffiths.*

26,590. Do you work on the farm yourself?—Yes.

26,591. Are you paid for your work?—No.

26,592. Not in wages?—No.

26,593. What do you consider it would cost your father to get someone to do the work you do for him, if he was to employ another?—If he was to take a man into the house it would cost him his food and lodging, and 6*s.* a week, or 7*s.* a week.

26,594. You spoke of the bedrooms of one of these farms being insufficient. How many in the family did you say?—Eleven children.

26,595. How many boys?—Three.

26,596. How many girls?—Eight.

26,597. Did your father apply to his landlord for any allowance, when he lost all these sheep?—He applied to the landlord for a reduction in the farm, when he went from Cwmcidy; he gave notice for a reduction.

Mr. *Griffiths*—continued.

26,598. That was not the year he lost the sheep, was it?—No.

26,599. At the time he lost the sheep, did he ask the landlord to help him as it was such a severe case?—I cannot say.

26,600. Was it not the same landlord, that made him pay for the clover and manure when you went into the farm, and who refused when you went out?—Yes.

26,601. The same landlord?—Yes.

26,602. Did not your father reason with him, that it was a hard case, that you should have to pay coming in, and not be paid going out?—Yes.

26,603. What did he say?—Well, he said he would not pay; father had as much right not to take the dung, when he went in, as he now had to sell, when he went out.

26,604. Was this manure in a position, where you could get a good price for it?—Well, it was in the surroundings of the farms. We could only sell it to the farmers.

26,605. Is it a mountainous farm?—No, a flat farm; not a mountainous farm at all.

26,606. Do you think there was any ill-feeling between your landlord and your father and yourself, with regard to the rabbits, before they ever talked about you?—Mr. Crawshay said once to father when he was shooting partridges, and he could not get a covey of partridges on the farm—I do not know whether it was the whole of the part he rented—but he said, he had heard that I was poaching. I never take a gun in my hand, and I never take the trouble to catch a rabbit myself. That is the only reference Mr. Crawshay made to me personally.

26,607. Have you yourself been taking any part in elections, political or otherwise?—Oh, yes.

26,608. You have not at all offended your landlord in so doing, have you?—I do not know; that is a hard matter to answer.

26,609. How came you to suppose that he had ill-will against you?—By what other people had been telling me.

26,610. Have you witnesses who have heard him say so?—I have no witnesses that have heard Mr. Bassett say so.

Mr. *Brynmor Jones.*

26,611. I understand that there was a great deal of friction between your father and yourself on the one side, and Mr. Crawshay on the other?—Yes.

26,612. What was it that Mr. Crawshay and his keepers actually did, that you objected to?—The first thing that occurred was, Mr. Crawshay sent his keepers round and had another keeper from the Wenvoe estate, Miss Jenner's keeper, to put wires down, and father then saw that, and he sent his man round to pick up the wires. That was the commencement of it between Mr. Crawshay and father.

Mr. *Brynmor Jones*—continued.

26,613. You mean the wire was actually put upon the field?—Wires for catching rabbits.

26,614. In fields forming part of your taking or holding?—Yes.

26,615. You gave an account of an interview that you actually had with Mr. Bassett?—Yes.

26,616. What did Mr. Bassett say in reference to the Act of Parliament; I did not quite catch that?—He told us that he did not allow any rabbiting, and father said "Well, if you stop us "catching rabbits I will not take the farm for "half the value; they will eat everything we "have;" and he said "Well, you know the law." That is all he answered.

26,617. Did you take that to mean that Mr. Bassett was referring to the Act of 1880?—I do not know. I cannot say. Of course, I suppose, he was.

26,618. What I am suggesting is this: Did you think that he meant that to you as a permission to exercise your legal rights, or do you mean to suggest that he referred to the law, and at the same time meant to suggest to you that he had his remedy, if you would not fall in with his wishes?—That is the way in which we took it.

26,619. As you say it, it seems to me capable of the other interpretation. You say in substance that was a kind of threat?—Well, what was the reason he said it? We did not understand why he should say he would not allow any more rabbiting.

26,620. He might say, "You know very well, "Mr. Thomas, that under the Act of 1880, "you being a tenant from year to year, have "your legal right to go and take the rabbits if "you wish, but at the same time I do not wish "you to do it." Was that the meaning of what he said?—It may perhaps be so. Of course we are not able to give an interpretation to his saying that.

26,621. How long before you received notice to quit, did you have this interview with Mr. Bassett?—I think about 18 months.

26,622. Had there been any further dispute or trouble, between the time of this interview and the time of receiving the notice to quit?—Not to my knowledge.

Mr. *Brynmor Jones*—continued.

26,623. Had you any dispute of any kind with Mr. Bassett in the meantime?—No; we had no dispute afterwards.

26,624. The next thing that you personally know about the farm, apart from your own actual work, is that you received this notice to quit?—Yes.

26,625. What were the terms of the notice to quit?—The terms of the notice to quit were these. We had the notice last February, that we were to give up the land by this next February, and the house and buildings in May.

26,626. I am not talking of the actual notice to quit. I mean the letter accompanying the notice to quit. I understand you had a letter as well as a notice to quit?—Not at that time. I wrote to Mr. Bassett, at the time father was not able to see him, and then I had a letter from Mr. Bassett himself personally.

26,627. Have you got it here?—No; I have not.

26,628. What reason did he assign for giving notice?—No particular reason. He said he was very sorry for letting the farm, but it was too late.

26,629. You have expressed an opinion in favour of the Land Court. Are you prepared to develop your views a little further on that matter. I will ask you a question. Do you mean a Land Court constituted in the same way with the same jurisdiction, as that established by the Land Act of 1881?—I think we should have a Land Court to place the rent of the different lands. I think it would be very valuable and beneficial for the different qualities of land, to be settled by the Land Court. That is, one farm is much more valuable than another farm, say for instance our farm; with the number of acres of poor soil, we can never compete with farmers that have good land.

26,630. Why do you want a Land Court?—To fix a proper rent, and a rent that can be paid for the quality of the land.

26,631. Would that be a sufficient security of tenure. Would the fixing of a fair rent be a fair security?—I cannot answer that.

The witness withdrew.

Adjourned for a short time.

Mr. A. C. Bruce Pryce, called and examined.

Chairman.

26,632. Will you tell us where you live?—I am living at Abbey Holme, Cheltenham, at present. I have a house close to the seaside, at Monknash, where I spent last summer.

26,633. And that is your connexion with this part of the world?—Well, I am the owner of three different estates in different parts of the county, as to two of which I must be an absentee, and as to the third of which, I generally have been an absentee.

26,634. Are they all in the Vale of Glamorgan?—No, my Lord. I have 1,600 acres in the

Chairman—continued.

Vale, next this seaside place, and the others are mountain farms.

26,635. What is the total acreage?—The total acreage is just under 3,000 acres. I may mention that last year, I sold 1,700 acres in this immediate neighbourhood, as I thought it was as well to be wise in time, before the Commission came.

26,636. You sold 1,700 acres last year?—Yes.

26,637. Was that arable property?—That was general agricultural property, just in the neighbourhood of the witnesses that you have last

Chairman—continued.

heard, the estates of Mr. Jenner and Mr. Thurston Bassett, and so on.

26,638. May I ask you, did many of your tenants buy their farms?—Not one; they were not offered to them. It was a sale by private contract to a gentleman whose name you may have heard, Mr. John Cory, who is said to have paid the purchase money of the estate out of income, without touching an investment.

26,639. The property was sold as a large tract of land?—It was sold as a large property in a ring fence.

26,640. It was sold in a ring fence, but it was not offered to the tenants; they had no option of purchasing?—Oh dear me, no; I had no idea of anything of the kind.

26,641. You had no idea of anything of the sort?—Not the least in the world. I might just as well have offered it to my servants.

26,642. I see you do not consider that encumbrances affect occupiers at all?—I beg your pardon; that encumbrances do not affect the tenants, do you mean?

26,643. I suppose that is what it means?—Yes, speaking as the owner of an encumbered estate, I should say that the encumbrances do not affect the occupiers at all. The estate has to be kept in repair, and I really do not see how the fact that interest has to be paid, as I have had to pay it on encumbrances, has anything whatever to do with the tenants. When I came into the property, I had heavy mortgages and charges upon it—a mortgage of 40,000*l.*, and the interest on it has always been paid to the day. But it has nothing to do with the tenants. The repairs and so on, on the estate have gone on exactly the same as they did in my grandfather's time, who had 20,000*l.* a year.

26,644. Do you think there is any evil effect from landlords not being resident, in any way?—Speaking practically, as an absentee myself, I think that the tenants have been better off in consequence of my absence.

26,645. In what way?—My uncle, Mr. William Bruce, who took the house when I left it, had a very much larger income than I have, and he employed a great deal more labour, and spent a great deal more money there than I should have done.

26,646. Do you think that that is a bad thing for the estate?—No; I say that, speaking from my own experience, the fact of my having been an absentee, has been a benefit rather than otherwise to the tenants, for more labour has been employed by those who rented the mansion house.

26,647. Then you had a tenant at the house—the seat was occupied by someone?—Certainly.

26,648. You think that your tenant did more good than would probably have been done by yourself?—Most decidedly.

26,649. As regards the experience of agents, have you anything to complain of?—Oh, dear me, no. I think that my former agent was a man whom everybody respected—Mr. Bradley. He and his father were agents for nearly a century on the estate. My present agent is the son of a tenant farmer, and I believe that he is as much liked and as much respected, as he can be.

26,650. And a thoroughly practical man?—A thoroughly practical man.

26,651. Have you anything to say about the advantage or otherwise of land being held by small or large owners?—Do you mean as tenants or as owners?

26,652. Do you think that the tenants are better under a small estate or a large estate?—I really do not know what is a small and what is a large estate. I do not know whether 1,500, 2,000, 3,000, 4,000, or 5,000 acres would be called a small or large estate. It depends entirely on the point of view.

26,653. I suppose the question is directed to an estate over 3,000 acres, as being a large estate?—Whether the tenants would be better off?

26,654. Yes, whether tenants would be better off on an estate of over 3,000 acres, than they would be on a small estate?—I cannot see how the size of the estate would affect them.

26,655. You do not think it makes any practical difference?—I do not see how it would affect them, any more than the colour of their hair would. I cannot understand the relation between the two—what they really have to do with one another—the size of the estate and the tenants being badly or well off.

26,656. Nothing suggests itself to your mind with regard to that?—Nothing at all.

26,657. Have you anything to say about the difference of language, politics, or religion, so far as you know—so far as comes under your own knowledge?—So far as my experience goes, I have never enquired, and I do not believe that my grandfather, who was a very strong Churchman and a very strong Tory, ever inquired what the religion or politics of a tenant were. My only real experience of the matter was a short time after I came into the property, that the best farmer on the estate came to me (he is in the occupation now of another farm), and he asked me, whether I had any objection to his acting as secretary to the Conservative Association, as he understood that I was a Liberal in politics. I said that I really did not care whether he was a secretary or acted for the Conservative Association or not; it was a matter that concerned him and himself, alone. But that is the only time, that any question on the subject, has ever been put to me by any tenant.

26,658. Religion, I suppose, does not come in in any way either?—Oh, dear me, no.

26,659. Do you consider the condition of leaseholders superior to that of yearly tenants, or do you think their farming is better than yearly tenants' farming?—I offered a lease to this particular tenant of the farm he originally occupied, and his only answer was: "Are you "going to turn me out?" I had known him ever since I was a child, and it was the very

Chairman—continued.

last thing that occurred to me. He said: "What good should I have by taking the lease." I said: "I do not know; if you want one you "are welcome to it." He subsequently took a lease of a larger farm, which he is now occupying.

26,660. Under yourself?—No, under Mr. Cory at present, but he took the lease from me 15 years ago. He took a lease from me on going into this larger farm, and he is now in possession under that lease.

Mr. *Brynmor Jones.*

26,661. And that is one of the farms which has now become vested in Mr. John Cory?—It is now in his possession; he bought the farm.

Chairman.

26,662. Have you had any changes of tenancy on the estate, or are they more frequent than they were. What do you say with regard to that?—I really cannot say that they are more or less frequent. You see, when prices are going up, farmers are making money, and they naturally stick to their farms. When we are all making money, we do not say much about it, but in times of depression, when money is being lost, farms are naturally given up. On the ordinary principles of political economy, that must be so.

26,663. Have you had many changes on your estate, if I may ask the question?—No, I think not. I speak more particularly about the Monknash property, which is mine at present. We have had one or two changes, one at the termination of a lease.

26,664. But nothing serious?—No. I had once during the depression to take up a farm, and I was very sorry I had to do it. That was about 8 or 10 years ago.

26,665. There has been nothing serious in any way?—Dear me, no.

26,666. How is rent usually fixed?—It is fixed in the ordinary way. My agent, who is a man who knows his work, puts a value on the farm, and people come forward and arrange to take it, or do not, as the case may be.

26,667. Have the rents been raised generally, do you consider, or in any individual cases, within the last 50 years. Do you think the rents have gone up?—I think that notwithstanding the railways having made the carriage of produce very much cheaper, and notwithstanding the enormous demand that there is at Cardiff, and for the hills, still—as a result of the abolition of the Corn Laws, and one thing and another—prices have remained on the whole very much the same. I mean that if the Corn Laws had remained, rents would have gone up to some enormous amount, but as the Corn Laws have been abolished, rents on the whole, are very much the same as they were 50 years ago.

26,668. Have you had any permanent reductions or permanent abatements of rent on your estate?—Speaking now for the Monknash estate, we had a re-valuation by the agent, on the application of tenants, and there have been very large reductions. I can tell you of one farm, which was let at 470*l.*, for which I am now getting 315*l.*, which is somewhere about 50 per cent. on the present rent, or 33 per cent. on the old.

26,669. Then you have had permanent reductions on your estate?—Yes, certainly.

26,670. As well as the temporary abatements?—On this Monknash Estate we have never given any temporary abatements.

26,671. They have all been permanent?—They have all been permanent. On the St. Nicholas Estate, which Mr. Cory has, we used to give temporary abatements, but I disapprove of them altogether. The tenants do not get the advantage in the way of any remission of rates.

26,672. Could you give us your opinion as to the preferential position on the part of the landlord for his claim for rent. Do you approve of that?—Most decidedly; I do not see how in the world a tenant could go into a farm without it. If it were not for the preferential claim for rent, a landlord in letting a farm would have to ask for security, and I know that you do not get people to become your surety for nothing, especially in Cardiff, and I know that it would cost the tenant 10*l.* for every 1*l.* that he has to pay now.

26,673. With regard to improvements, do you do all the improvements on your estate as landlord?—I do not know exactly what is meant by "improvements."

26,674. Keeping the estate in repair?—Keeping the estate in repair is not an improvement, I suppose.

26,675. Let us take it in two ways—if there are any new buildings?—That would be an improvement, obviously.

26,676. We will split it up into two. With regard to the new buildings, are they done by the landlord?—Always; the haulage being done by the tenants.

26,677. Is any compensation paid for the haulage?—Oh, no; it is part of the agreement. Supposing that a new building is required, we will say, on which 40*l.* or 50*l.* is spent by the landlord. The tenant requires it for the purpose of his cows or his horses, or whatever it may happen to be. It is not at all impossible that the next man who may not go in for such extensive dairy farming may not require it at all, and may look upon that building as an encumbrance—he may object to it altogether, so that it has always been considered fair that some part of it should fall upon the tenant, and as he has got his waggons and horses with which he takes his crops into the market town, the easiest way of conveying the materials back is to let them be hauled by the tenant.

26,678. Then as a practical man, you think it is fair that the sitting tenant should draw all the materials to his farm, and should not be compensated when he leaves it?—Yes; I think that, speaking broadly, it is to the advantage of the tenant as well as of the landlord. I care-

Chairman—continued.

fully guard myself against speaking of exceptional instances; but, speaking broadly, I think it is to the advantage of both, that the present arrangement should be carried out.

26,679. Speaking broadly, you do not think that the tenant has any reason to complain of that arrangement?—No; I think that instances do or may arise in which he has; but speaking quite broadly, I think it is an arrangement that is good for both.

26,680. Now, with regard to keeping your estate in tenantable repair, how is that done?—In very much the same way as, when a house is taken in a town and the tenant agrees to keep it in repair. The landlord has to find gates, and the tenant agrees to keep them in repair; but, as you are perfectly aware, the tenant has labourers, and when a waggon is going through the labourer will swing a gate back, and the gate will go crash in between the wheels of the waggon, and will be knocked to pieces. Those are all things, in which we have to depend upon one another, and make such arrangements as we can in one another's interest.

26,681. You have nothing to say about game, have you?—I personally have nothing to say about it. I do not know whether you wish to ask me any questions about it.

26,682. No, I think not. You give the tenants the game, do you?—Certainly not, they are reserved in all the agreements.

26,683. Is the shooting let on some parts of the estate?—The shooting has been let. On the Monknash Estate it was not let last year. This year I have been down with my sons, and they have had the shooting. My sight is too bad to allow me to shoot.

26,684. But you do not see any objection to the landlord letting the shooting over his property to a third person?—Well, from my point of view, the tenants take their farms for certain purposes. They take them on conditions that they know perfectly well, and one of those conditions is, that the game is reserved to the landlord. I look upon all interference, especially on the part of the Legislature, between landlords and tenants as most mischievous.

26,685. I do not go so far as that. I only ask you whether there is any objection to a landlord letting the shooting over his property to a third person?—I give you a broad answer, my Lord.

26,686. The meaning of the question I asked was, do you think it is a cause of friction between landlords and tenants to have the game let to a third person?—Oh, certainly it is; it is like the intervention of any other third person; it is a cause of friction.

26,687. Still you approve of it. You see no objection to it, though it may be a cause of friction?—Certainly not.

26,688. With regard to the law of trespass, can you tell us anything about that?—I think I can tell you a certain amount, but I do not know that I can tell you more than anybody else can. I am sorry to say that we have not a stringent law of trespass in England. I have seen little urchins brought up before the magistrates at Penarth for stealing firewood out of the hedges, and I have known my own tenants have their hay trodden down and gates left open by women in search of mushrooms. I have known any amount of damage done to the property (I am not speaking of farmers or landlords, I am now speaking of the property of landowners) by our not having what is wanted in the interests of all, namely, a stringent law of trespass.

26,689. Can you suggest any remedies for improving the profits on land?—I really do not know that there are any remedies for increasing the profits. I suppose that under ordinary circumstances, the planting of land ought to be encouraged instead of being discouraged as it is, but I am speaking now particularly in relation to a mountain farm of mine on which I planted 50 acres, and as soon as ever it was planted (it cost me 600*l.* to plant it) the neighbouring wiseacres went and rated it, in defiance of the Act of Parliament. The whole of the rates only amounted to a few shillings a year, and it was not worth appealing for, so we did not appeal, but it was in utter defiance of the words of the Act of Parliament, which say that the land shall be rated at the value which it held previously to the planting. Half of that plantation was burnt down this year, and, as for profits upon it, I never expect to make any.

26,690. I need hardly ask you about your relations with your tenants. I suppose I may take it, that they are very friendly?—Oh, most friendly; they are as friendly as they can be, and I should be very sorry if anything made them anything but extremely friendly.

Mr. *Brynmor Jones.*

26,691. Have you a form of agreement in use on your estate?—Yes, and I went over to the hotel to fetch it, because I thought you might like to have a look at it, but I unfortunately took up the wrong paper.

26,692. Will you kindly send it to the secretary for us?—Certainly.

26,693. I do not think you quite apprehended the noble Chairman's questions about encumbered estates. I think that the question the noble Chairman was pointing to was this, that if a man is tenant for life of an encumbered estate, he has not quite so much money to spend upon the estate, nor so great an object in spending money upon the estate, as a perfectly unencumbered owner in fee simple?—Unfortunately, as you know just as well as I do—most unfortunately—there is hardly such a thing to be found in England as an unencumbered owner in fee simple—it is most unfortunate. To go to the other part of your question, the position of a tenant for life of an encumbered estate is one in which unfortunately, if he has a number of children, as I have, his whole object must be to spend as little as he can on his property, in order to put by as much as he can for his children. That is obviously so, but my answer to his Lordship was this: I did not think that practically

Mr. *Brynmor Jones*—continued.

it made much difference whether an estate was encumbered or not, because the estate has to be kept in good and substantial repair, or else there will be no surplus for anybody.

26,694. But there I wish to refer to the distinction which you yourself made between repairs and improvements. Where does the tenant for life of an encumbered estate—with the objects that you point out such a tenant for life naturally has—get any capital from to improve the estate?—Why should it be improved?—*quieta non movere*—why should not the farms be allowed to remain as they are, if they are in good repairs?

26,695. We can give you an instance in this very county, in reference to which we have had evidence, both at these sittings and at our last sittings in this county. I refer to the Margam estate, where the late Mr. Talbot, following a policy of his own, which has some advantages and some disadvantages, let the farms at low rents on the understanding that the tenants were to do the repairs and make what buildings they liked?—Yes.

26,696. Now we have got Mr. Knox, who comes upon the scene, and who has adopted a different policy, advancing considerable sums in order to improve the property?—Yes.

26,697 Supposing the Margam estate were in the possession of a tenant for life, and the Margam estate were encumbered, what would you say would be the general position of the estate. Is it advantageous to the community, and advantageous to the parties more directly interested, that an estate should be in that position?—In taking the Margam estate you are taking a most exceptional estate; you are taking an estate of a lady who has an enormous income, and no particular claims upon her, and who does an enormous deal of good, and does it in her own way. I did not think when you were putting the question, that you were referring to any exceptional estate of that kind. I thought that you were speaking of estates as they go, where the owners——

26,698. You said,—it really does not matter if the estate does not need improvement whether the estate is encumbered or not—but I put it to you, supposing the estate is in a condition that requires improvement, what do you say then, as to the respective merits of the system which allows of a tenant for life, and of a system which always vests the particular property at the particular time in a person with free control over it?—The first thing that I should say is, that I look upon our whole system of settlement as an encumbrance which ought to be abolished, and that the owners of land in England (I am not speaking now of tenants or farmers, I am speaking of landowners) ought not to be crippled, as they are by law and legislation in every way.

26,699. Do you remember the provisions of the Settled Land Act, 1882, Mr. Bruce Pryce?—Yes.

26,700. Do you think that is a satisfactory Act, and one which carries the abolition of settlements, indirectly, by increasing the powers of tenants for lives, sufficiently far?—No, cercainly not. The Settled Land Act of 1882 has this great disadvantage, that any purchase money has to be re-invested for the objects of the settlement. As now practically you cannot get more than 2¾ per cent. or 3 per cent. for your money, there is no inducement whatever to sell except under exceptional circumstances, such as the arrival of this Commission

26,701. Can you tell us anything about a very interesting case that came before us at Swansea—the Loughor Common?—Yes, I know something about that, but I do not know very much about it. I think that it is possible that you know even more than I do. I recollect your being engaged in the case at Gorseinon.

26,702. But that was a case that only raised, somewhat indirectly, some points not very relevant to our general inquiry?—Yes.

26,703. That is some years ago?—That is some years ago, unfortunately. I know nothing at all about the estate.

26,704. Do you remember when you were younger than you are now, whether the common was much larger than it is at the present time?—Yes, very much larger. I was there a few years ago, and there have been enormous encroachments in the way of buildings.

26,705. Is there a manor of Loughor, or what is the name of that manor, that the common of Loughor is in?—I do not know; I do not remember. It is my uncle's property, Mr. Cameron.

26,706. Have you any old documents, or has Mr. Cameron any documents relating to that manor. I have forgotten the name of it?—I think it is the manor of Loughor. There are two names to it, but I have forgotten the other name which you are referring to.

26,707. Do you happen to know, whether there are any court rolls left, or any deeds or documents in Mr. Cameron's possession?—No, I do not think there are any whatever.

Mr. *Seebohm.*

26,708. I gathered from your evidence, that you felt that as little interference as possible was the best thing for both landlords and tenants?—I am sorry to say, that I am animated by a profound detestation of law and lawyers.

Mr. *Brynmor Jones.*

26,709. Mr. Bruce Pryce, you are a barrister?—I am.

Mr. *Seebohm.*

26,710. Your view is founded upon—— ?—Knowledge.

26,711. Yes, but upon the principle that freedom of contract in the long run is best?—I cannot imagine any other system paying at all.

26,712. How would you deal with cases, where there was no freedom of contract on one side of the contract?—I am afraid I do not follow you.

Mr. *Seebohm*—continued.

26,713. What I mean is this: supposing, for instance, that you have an estate in Chancery?—Yes.

26,714. And the trustees of that estate can do nothing but what is strictly within the law. Do you think that the laws, as they now exist, are so perfect that it is right to leave a tenant under such circumstances simply to the tender mercies of the law?—I am sorry to say, that I think that our English law is the very worst in all civilised Europe, so that I do not stand up as a defender of our law at all.

26,715. In what way would you suggest alteration of the law to meet such a case as that?—To begin with, the first thing I should like to see would be the abolition of wills and settlements as they are generally spoken of. On account of vested interests, which of course have to be respected, that would have very little effect immediately, and it would be more than a century before we should have freedom, and what intermediate arrangements might be made to get out of the present state of slavery, I do not know.

26,716. But even supposing you had made the alterations, that you consider necessary in the law, by the abolition of settlements and everything of that kind, you cannot abolish a minority?—No, you cannot.

26,717. Then during the 21 years of the life of an owner who is a minor, perfect freedom does not settle the question, does it?—I lived for five years in Switzerland; of course it is a small country, but it is in opposition to England—a free country—and there the rights of tenants are simply ignored. Occasionally of course a person goes away or has bits of land in different parts, and the land is let, but generally speaking, broadly, the rights of tenants are simply ignored; the only person who is ever regarded is the landowner. There, in the case of a minority, no solicitor is employed at all; the mayor has official charge of the minors; if he wants an extra clerk he gets it, and at the end of the minority, whatever money belongs to the minor is handed over to him, and the farms or the land are let during the meanwhile.

26,718. Of course we know that in Switzerland, in by far the majority of cases, the landlord is also the occupier?—Exactly.

26,719. Is that what you would like to see in England?—Very much indeed.

26,720. Then you really are in favour of what we may call peasant proprietorship?—Oh, dear me, no; I am in favour of perfect freedom; that is to say, that I would not inquire into the division of land any more than I should into the division of consols.

26,721. You would leave natural laws to settle it?—Exactly.

Mr. *Brynmor Jones.*

26,722. Even in a country like England, where the land is limited, and the population is increasing?—Really I do not see how that affects the question. The population is increasing, I know, to my cost.

Mr. *Seebohm.*

26,723. You think it would be very wrong, to increase the amount of population which remains in England by artificial means, which would nurse a greater population than can possibly live by the land. That would be one of the objections you would have to the interference of the law, if there was a law, which artificially produced peasant proprietors by giving them advantages—for instance, lending them money to purchase their holdings?—What would happen, supposing there were peasant proprietors in England, is what has already happened in Lincolnshire, where there were a very large number of them; the land had all to be sold to satisfy the lawyers. In England we cannot move or live or have our being at all, without having solicitors at our sides, and those solicitors are men of education—I am not reflecting upon them at all in any way—but they have to be paid, and all those Lincolnshire holdings, one by one, fell into the hands of the lawyers.

26,724. This is the point I want to come to: You would object to any system by which public money would be lent at low rates to farmers, in order that they might buy their holdings, and in order that thereby we might get a larger number of peasant proprietors?—But, excuse me, as I understand peasant proprietors, you surely do not mean proprietors of farms of 300 or 400 acres or 500 acres; you would not call them peasant holdings.

26,725. But the farms we are speaking of here, are small ones?—The farms I have been speaking of on the Monknash estate average 250 acres.

26,726. Then I asked my question more with regard to the smaller ones?—Of 100 acres, or 20 acres?

26,727. Of 20, 30, 40, or 50—just as it happens?—You see what we, as landlords, have always liked has been to let our farms in holdings of about 100 acres, which a man and his family could cultivate. The rents have always been punctually paid on those holdings, and there was not as much capital required, and they were more easy to manage than the larger farms. But then those are not what you would call peasant holdings at all.

26,728. I do not want to restrict you to any particular sized farms—say that 100 acres is the model farm?—Yes.

26,729. Now, supposing that there were a great many farmers in Wales who held farms of 100 acres, would you object to the State lending them money at 3 per cent., in order to buy those farms, in case of sale by the landlord?—I think it would be a most unwise and impolitic act for the State to do; I do not see why the State should pick out the farmers for that purpose, any more than they should pick out any other trade.

Mr. *Seebohm*—continued.

26,730. You think that in the long run, with regard to the Legislature of England, looking ahead, it is better to leave things to take their course, and for farmers either to stay or to emigrate, or to do what they like, rather than that there should be any artificial system of keeping them in their farms?—I should think so myself, certainly.

The witness withdrew.

Mr. Edwin W. M. Corbett re-called and further examined.

Chairman.

26,731. You wish to rebut some evidence you have heard to day?—I wish to rebut some evidence given by Mr. John, at Bridgend, on the 2nd November, and some evidence given by Alderman Gwylim Jones, and I wish to refer to the evidence given by Mr. E. Llewelyn this morning.

26,732. Shall we take Mr. John's evidence first?—If you please, my Lord.

26,733. When was Mr. John's evidence given?—On the 2nd November, at Bridgend.

25,673. 26,734. That was on Thursday?—Yes. I have a copy of the evidence, but the questions are not numbered, and it is difficult to refer to them here. I do not wish to go over the ground that I did in London, or to speak at all generally on the matter; I am quite content to let the propriety of Lord Bute having sold the property and his right to it, stand where it is. I have nothing to answer; I do not think there is anything to deal with in the evidence of Mr. John as to that. But he mentioned certain specific cases of hardship, and I should like, with your permission, to refer to one or two of those. There was a case of lot 66, which was sold to Richard Hugh for the sum of 60*l.* Mr. John considered that that was a hardship. Now, the circumstances of that case were as follows: This was a property let to Richard Hugh, or his predecessors—it was a lease for lives. At the time of the sale it was proved that one life was still in existence—a man at the age of 64 years—so that the property was simply sold, subject to the lease. It was sold by private treaty before the sale, for the sum of 60*l.*

26,735. What did Mr. John say about that? Was that the case of the perpetual lease for half-a-crown?—I think this was 5*s.* a year; there was half-a-crown for the leasehold, and there was a garden which we always considered was held with it; it was not included in the lease, but it was dealt with in it, and it had been held by the same tenant at another half-a-crown, making 5*s.* a year.

26,736. Was that the case in which the grandfather sold?—Yes.

26,737. What he said, so far as I remember, was that the grandfather built the house, and they paid, as he said he understood it to be, a perpetual rent of half-a-crown for each plot of land—so many perches of land?—Yes; that is the case. He said he understood it to be a perpetual rent, when he held the lease at the time. He held the lease, it was absolutely impossible that he should have understood it to be a perpetual rent, the lease for lives. The owners have it now, at the present moment, in their possession.

Chairman—continued.

26,738. Can the lease be produced?—I do not know whether we have a copy of that; a copy was produced at the time, anyhow, there is no question about that, and I believe if the owner were brought before you, he would say so here. That is as regards lot 66.

26,739. He never mentioned that lease at all?—Oh, dear no, and that is just the way the evidence was given before you by this gentleman, to suit his purpose.

26,740. But after all, there is the statement, one man says nothing at all about a lease, then another statement is that there is a lease; but no lease is produced. We are very glad to have any rebutting evidence you like; we are only too pleased to have it; but it must be proof?—Well, that is my statement of fact.

26,741. Exactly. He states that there was no lease, and you state that there was. Is not that so?—Yes, only that I am in a position to know that it is so.

26,742. We do not doubt your knowledge at all, all we want is proof. All we have at present is, that one man says he had not got a lease and another man says he had?—But excuse me, my Lord. The owner of the property does not say that he has not got a lease; it is only an outsider who tells you so.

26,743. He never mentioned the word "lease" at all, he says he had a perpetual ground rent?—The owner of the property has not been before you at all. It is only an outsider who comes before you, and tells you a story. He does not know the facts; I do know the facts. That is what it comes to.

Mr. *Seebohm.*

26,744. As to lot 66, Richard Hugh is the tenant. That is the one you mean, is it not?—Yes.

Chairman.

26,745. He is put down as a yearly tenant here?—He is a yearly tenant for one piece—for a garden; then there was a piece sold with that. The leasehold piece was sold with it.

26,746. Who puts in those particulars?—Those are our particulars.

26,747. Against lot 67 there is this note in red ink: "Lease for life of James Thomas, stated "to have been four months of age, from the "1st May 1824." That is against lot 67, and there is nothing against lot 66 at all?—No. That is what I explained at first. There were two pieces, they were held together. The piece which made the value of the property was

Chairman—continued.

No. 67, that is the lease for lives, the other was always held with it, and they were sold together by private treaty.

26,748. It is not so marked. We must be very careful about this. There is only lot 67, lease for life, and to lot 66 there is nothing whatever?—Lot 66 is yearly tenancy; it is a garden.

26,749. But that lot 66 was taken by Lord Bute just the same as lot 67. Lots 66 and 67 you say were sold together?—Quite so. They were held together, and they were sold together, but lot 66 was a small piece of garden. Lot 67 was the piece with houses on, as to which it is stated that it is a hardship that we should have sold it, because the man had built the houses and so made the value of the property. Lot 67 was included definitely in this lease for life. Lot 66 was a garden on the other side of the road; it was always held with the other, and we treated the two at the sale by private treaty as together.

26,750. You always treated them as together, but there is nothing said here on lot 66 whatever, except that you say it was a yearly tenancy and that he says it was what they call a feu?—But I think that he was speaking more of lot 67 because that was the land with the buildings on it.

26,751. I quite see that; I was only pointing out that there was nothing against lot 66 whatever?—No; 67 is the plot he referred to.

Mr. *Seebohm.*

26,752. Why is there no mention of the lease in the printed particulars of sale?—Because we thought the lease had expired, until the owners of the property came and told us that it had not, and that there was this man's life.

Chairman.

26,753. When was all this writing put in, because it is not in the print?—It was put in at the time of the sale—just before the sale. Inquiries were made in the room just before. It was put in just before the sale.

Mr. *Seebohm.*

26,754. Then we may take it that these particulars of sale contained the red nk?—Yes. The next lot is a similar kind of case, lot 45. That is a man of the name of David Thomas. This was leased for 60 years from May 1838.

Chairman.

26,755. I should rather like to see a copy of this lease. It is rather important?—I produced a copy of the leases in London to show the class of things they were.

26,756. A copy of all these?—Oh, dear no, we do not have copies, we do not possess them.

26,757. Then all this is hearsay?—No. It is in our estate surveys that they were leased at certain dates. It is years ago. These old leases

Chairman—continued.

are a great many of them lost, or rather the counterparts.

26,758. You have a record of them?—We have a record of them. Of course the owners would hold the original leases and do hold them, some were produced; of course, we should only sell subject to those leases.

26,759. These were put in as yearly tenancies, and all these written alterations are corrections?—Yes, because we were not aware in some cases of these leases, and the people came and proved to us, at the time of the sale, that they held the leases. We thought that some of these pieces were on yearly tenancy.

26,760. Did Mr. Richard Hughes for instance come and tell you he had a lease?—I think in Richard Hughes' case we had a note that there was a lease, but we thought the lives were extinct; then at the time of the sale it was proved to us, that there was a life left, a man living in Glasgow, James Thomas. He was four months old when the lease was granted in 1824.

26,761. Now what is the next instance you want to refer to?—I was going to speak of lot 45. That was a lease for 60 years.

26,762. Was that Sweeting's?—No, I am coming to Sweeting's presently. This is David Thomas.

Mr. *Brynmor Jones.*

26,763. I think you gave us a specimen of the leases?—I gave a specimen of these old life leases.

26,764. They were leases for lives, and they were very interesting. Mr. Seebohm and I were much struck with them, and we went through one of them in London?—Yes, that is so.

Mr. *Seebohm.*

26,765. The real point seems to be this, that a man who is a holder for a very long period, or the successor of a holder loses sight of the fact that he has a lease, and thinks because his father before him has held the place for 60 years, that he can go on holding it. It is ignorance?—It may be so, but I do not believe they lost sight of it, because when we advertised them as yearly, thinking them yearly, they very soon came and said they had leases. I believe they were perfectly aware of the fact, all of them. Now as to lot 45, this was a lease for 60 years from May 1838, so that there would be only 10 years to run. The house and garden and 1 rood 20 perches of land, we sold to the tenant for 55*l.* I cannot conceive that that can be a very great hardship.

Chairman.

26,766. He was executor to his father-in-law, and he bought this property assuming that his father-in-law was the real owner?—Well, we cannot help, what he chose to assume.

26,767. And he paid the Marquess of Bute this sum of 66*l.*?—No, he paid him 55*l.*

Chairman—continued.

26,768. He paid his relations 66*l.*, and then the house was sold at this sale for 55*l.*?—Well, of course we cannot help what he thought and what he paid his relations for it.

26,769. He bought it again for 55*l.*, is that so?—Yes, we knew nothing of the other transactions. We simply sold to him as tenant for 55*l.*

26,770. I think there is no difference between you there?—Then as regards lot 70. That is a piece of land, 2 roods and 29 perches, with two cottages built upon it. The first entry we have in the rental is in 1844, that is 50 years ago very nearly. We do not know—we have no record at all—on what condition that land was let to this man. It is possible, that there was an understanding that there was to be a lease, but what lease it was we do not know, if there was anything at all. It might have been that he was a squatter and built these houses, and that then we came in and said, that he must pull them down or pay us for them. I do not know, but anyhow we sold him half an acre of land and the houses, for 40*l.* We had a perfect right to put this up to auction and turn him out and get what we could for the land and the houses, I daresay a couple of hundred pounds or more. We sold it to him for 40*l.*, because we thought it possible there might have been a lease.

26,771. You sold this property to him on the supposition that there was a lease?—No, we thought there might have been.

26,772. You sold him this property, for which he gave 2*s.* 6*d.* an acre, for 40*l.*, assuming that it was the property of the Marquess of Bute?—We did not assume that; we knew it.

26,773. Knowing, or at all events asserting that it was the property of the Marquess of Bute, though there was no lease for lives or anything?—No, there was no lease, and we could not tell from any of our books, under what circumstances he had been allowed to build these houses.

26,774. You could not make out under what circumstances he built the houses, and yet you sold him the place for 40*l.*?—Yes.

26,775. Then there is no difference between you. That is what he says?—That is what he says, but he says it is a hardship, and I want to convince you that it is not.

26,776. But there is no rebutting evidence in that?—Only that for which we could have got 200*l.* or more we sold to this man for the 40*l.* on the consideration that he might have a lease; so that I do not think it fair to say there is any hardship.

26,777. You say the value was 200*l.*?—I am only saying about 200*l.*; I do not know personally; I have never seen the property.

26,778. Anyhow, there is no difference between you?—Not as to facts; I think not.

26,779. That is exactly what he says?—Only as to the inference that it was a hardship. I say it is no hardship. I say we treated him liberally.

26,780. Well, we are very glad to take your view about that?—Then as regards the case of Sweeting. I only got the notes at 10 o'clock this morning; the newspapers did not help me because they gave the name of "Sweet," and other particulars were not correct; and I have not had time to inquire into the matter; but it does seem that the first rent we received was in 1868.

Chairman—continued.

26,781. Sweeting was the man who went to the parson, and then the parson went to you?—So he said. I never heard the story before. It may be right or not; I do not know. I have never been able to inquire into it.

26,782. That is his story—that he went and took the advice of the parson?—At any rate, by paying 1*s.* a year he admitted (whether in ignorance or not I do not know), but he did admit that it was not his property, and that it was Lord Bute's, and we treated it in that way.

26,783. We do not see that. We must stick to what is before us. There is no admission of that sort at all?—Yes, by paying 1*s.* a year.

26,784. That was the feu, the perpetual ground rent?—No, I do not think he could have understood that. We never have such a thing as a perpetual ground rent on our estate at all, not within recent years, or say 70 or 80 years.

26,785. I quite remember the case of Sweeting. He went to the parson, the parson went to you, and then the place was sold?—That is what he says.

Mr. *Brynmor Jones.*

26,786. Of course the whole importance of this, is not in the details of this particular case, because this appears to be waste of the manor, and we have already discussed the important points that arise there?—That is so. A great deal of it was waste of the manor, as to which we contend, that we had a right to deal with it as we liked, provided we left sufficient pasturage. I know the law is now altered, but that was the law.

26,787. By the bye, what do you say about Edward Llewellyn's evidence?—You mean the evidence he gave this morning? See 26,250.

26,788. Yes?—I am quite at a loss to follow what he said about it. I think he is entirely mistaken.

26,789. He said that Lord Bute paid his mother 100*l.* after judgment?—Yes.

Chairman.

26,790. Is that the case where the woman was put out on to the road?—Yes, but we know nothing whatever about the transaction at all. This is supposed to have happened, as I understood the evidence, just before 1888. I myself and everyone in the office would have known everything there was to be known about this. We know nothing of the kind. We know for certain, that we never bought anybody's property in 1888, and we know that we turned nobody into the road.

26,791. This was not one of the instances referred to by Mr. John at all. It took place

Chairman—continued.

earlier, about 1880, and he admitted that 100*l.* had been paid?—But I do not admit it had. We have no recollection of anything of the kind ever happening. The note I have is this, that just before the sale these things happened. Of course this evidence was only given an hour or two ago. I have the shorthand note here, and according to that he said "just before the sale"—he does not say how long before the sale—"of these 23 plots, the Corbetts offered "80*l.* for this house." His mother would not take it; they then had her turned out by the bailiffs, and told her that if she did not take 100*l.* she would get nothing, and she took 100*l.* I suppose he meant that all this transaction took place in 1888; "just before the sale," he said. I never heard anything of it, and know nothing about it.

26,792. We only want rebutting evidence. Are you in a position to deny that this old lady was turned out into the road, that she suffered severely in health afterwards, and that she was told, "If you do not take 100*l.* you "will get nothing?"—Certainly I am, most distinctly. We know nothing whatever of it. I think he must have got hold of some other estate or something. I do not know at all.

26,793. But do you absolutely come before the Commission and say that that did not take place?—That did not take place at anything like that date. Whether it might have done many years ago or not, of course I cannot tell, because I have not had time to inquire. We can none of us remember or think of anything of the sort.

26,794. What date was it?—It is put in the notes that just before the sale of these 22 or 23 plots these things happened.

Mr. *Brynmor Jones.*

26,795. But there was a county court action, and a judgment, and a writ of possession?—That is not mentioned here I think.

Chairman,

26,796. Yes. It is in Mr. Llewelyn's statement. We are quite aware that you may not be aware of it, but are you in a position to deny the facts alleged. Do you think it is likely that a man would come forward publicly, and make such a statement as that when it did not take place?—I think he is mistaken. I think he is thinking of some other property. I cannot trace anything of the kind.

26,797. That is not rebutting evidence. It is only that you think he is mistaken?—Well, I have only to go by certain notes of what was said this morning, and what I am told, and what I understand is, that he said that about the year 1888, just before these sales, this happened. I can say positively that about that time nothing of the sort happened. Whether in past history anything of the kind happened or not, I am not prepared to say, because I have not had an opportunity of inquiring. If dates are given, and more definite facts, then I can go into it and give you further evidence.

Chairman—continued.

26,798. This gentleman comes forward and says this. He is asked, "When was your mother forcibly evicted?" He says, "In October 1880." Are you in a position to deny that in 1880 this gentleman's mother was put out on to the road—forcibly ejected—and had to take 100*l.*?—Before I deny that I must make further inquiries. This has been handed to me only this morning.

26,799. We understand that, but what we object to is this sort of denials and statements that cannot be substantiated. Any rebutting evidence we are only too glad to hear, and we will give you every opportunity to rebut, but we do not want any kind of casual denials which cannot be proved?—Then as to Alderman Gwylim Jones's evidence ——

26,800. About the common, you mean?—Yes. He says he believes the Marquess of Bute had dealt harshly with brinkers, squatters, and so on. His evidence, as I think you, my Lord, remarked, was very general. Still as a matter of fact, there are no squatters—he was speaking of Eglwysilan Common—and as far as I can ascertain, certainly in my recollection, there never have been any squatters there, so that we could not very well have treated them harshly. As to the treatment of the brinkers, you I think pressed him for a case in point, and he said there was one of a man who had to pay 2*s.* 6*d.* for driving his sheep from the common. That case I think—I have no doubt, in fact—refers to the case of Thomas Evans, whose place is upon a narrow neck of the common, and Mr. Thomas Evans found it convenient to put hurdles across, so as to pen his sheep. We said that could not be allowed because it would be establishing a right. It was as much in protection of the commoners as ourselves. See 25,39 26,805.

26,801. You charged him 2*s.* 6*d.* a year for that?—We charged him 2*s.* 6*d.* when he did it; I think it has been paid once or twice. Then he says, a relative of his had a claim to a piece of Lord Bute's property (this is very old history), so many acres of sheep walk.

26,802. And that he had to give it up?—Yes. His relative gave up the claim; still it was brought forward before you as some sort of grievance.

26,803. Lord Bute brought a claim, and this man said he could not fight such a powerful neighbour, and therefore he gave it up?—As a matter of fact, this property has been in the possession of Lord Bute for 200 or 300 years; there is no question about it, none whatever. Then he brings a complaint—more against Sir William T. Lewis than against the Marquess of Bute—as to the road at Aberdare Junction which the county council are anxious to make across the canal, and he says it is too bad, that a great public improvement of this sort, should be delayed because Lord Bute's agent will not give any terms. Well, my Lord, this is a very complicated matter; it involves closing a toll-gate belonging to the Glamorganshire Canal, crossing

Chairman—continued.

a bridge over the canal, and making structural alterations in the canal. The subject has been discussed for a considerable time, but there is no indisposition on the part of Lord Bute's agent to meet the county council, and to give them every facility. To show that there has been no undue delay in the matter, I produce a tracing here that was sent to us by the county surveyor on the 13th October. That tracing has been agreed to by Sir William Lewis a few days afterwards; it has been handed to me to make a valuation of the property, and I am now engaged in doing so. This is only on the 13th October. This gentleman, remember, was a member of the county council, who should have known all about it, but he comes and makes these statements.

Chairman—continued.

26,804. Is that all?—I think that is all.

The witness withdrew.

Mr. Hopkin Smith Davies called and examined.

Chairman.

26,805. You are an accountant at Pontypridd?—Yes.

26,806. Will you give the Commissioners the evidence you wish to give?—I wish to speak with reference to the evidence given by Mr. Corbett at London as to Pontypridd Common. He stated that inasmuch as Lord Bute had given compensation for disturbance of the land, he could not see what cause there was for complaint. Our cause for complaint is, that the land is given for public recreation, and is very limited in area, and that therefore no money compensation can adequately recoup the public for the loss of this land. The land is being quarried now at both ends.

26,807. This is the public recreation ground?—Yes, and if it is continued to be quarried at that rate for any very lengthened period, the whole of it will really be destroyed for purposes of public recreation. The compensation given for this land was something like 14*l.* an acre, whereas similar land is let for building purposes in the neighbourhood at the rate of from 1*d.* to 2*d.* per yard; that would give at least 1,000*l.* an acre.

26,808. And 14*l.* an acre compensation was given for the land?—Yes. The Pontypridd Local Board are at present the trustees of this land, and they have contemplated laying it out as a public park, but they find that it is no earthly use laying it out in that manner, and spending money upon it, when it is probable that it will be destroyed by quarrying. It is therefore suggested that the Commissioners should make a recommendation, that lords of the manor and all other persons should be prevented from quarrying or working minerals under land, used for public purposes, in this fashion. I would also beg to draw your attention to the award of the Inclosure Commissioners for this common. In paragraph 13 "the minerals under the lands to be enclosed" are given to Lord Bute. In paragraph 14 the lands given to the different owners are mentioned as "land to be enclosed." In paragraph 9, which gives a portion of the common to the public, there is no mention of the word "inclosed," or "inclosure" at all. I submit therefore that this award does not entitle Lord Bute, as lord of the manor, to quarry upon this land, or to work the minerals under it.

Chairman—continued

26,809. We are much obliged to you for bringing this forward, and we will put that award upon the notes. (*See Appendix.*) You have nothing further to add?—No.

The witness withdrew.

Chairman.

Is there anybody else in the county of Glamorgan who wishes to give any further evidence? [*Nobody responded.*] I think now that we have finished our inquiry as far as the county of Glamorgan is concerned. We are much obliged to the gentlemen, who have come forward and given evidence.

Chairman—continued.

Adjourned sine die.

THIRTY-FIRST DAY.

Second Court.

Town Hall, Cardiff, 4th November 1893.

SIR JOHN LLEWELYN IN THE CHAIR.

Mr. MORGAN DAVIES called and examined.

Sir *John Llewelyn.*

26,810. Do you live at Penrhiwceiber Farm, near Mountain Ash?—Yes.

26,811. What are you?—A tenant farmer.

26,812. Do you believe that differences of language, creed, or politics make any difference to the relation between landlord and tenant?—No, in my experience I have not found it so.

26,813. Do you prefer tenancies from year to year to a lease?—Yes.

26,814. Why?—Because in my case, I consider my tenancy is as secure, as if I had a lease in every respect.

26,815. Do you consider in Wales that the tenancy is reasonably secure?—Yes, I do.

26,816. Will you kindly tell me who your landlord is?—Mr. Vaughan Lee is one, and Mr. Herbert Thompson Crawshay the other, and Lord Windsor is a third.

26,817. Are you judging by your own experience. Are you able to speak of others as well as yourself?—Yes, of others as well as myself.

26,818. Are you familiar with the terms on which you occupy your holding. Have you any agreement?—No I never had any agreement drawn out between me and any one of my landlords, of whom I have three, Mr. Vaughan Lee, Mr. H. T. Crawshay, and Lord Windsor.

26,819. Then if there is no agreement, I suppose, there are no penalising clauses. That goes without saying Are you under the custom of the county?—Yes, I am under the custom of the county.

26,820. You have no difficulty between outgoing and incoming tenants?—I see no difficulties.

26,821. Are you in favour of a Land Court?—No.

26,822. Just give the reasons why you object?—Because I consider that every landlord and tenant ought to settle the question of the rents between themselves. I do not think the landlord will be so well inclined to spend any money provided such a Court is in existence in this part.

26,823. Then will you kindly give us the class of work done by the landowners, in the way of building and draining, and the terms on which it is usually done?—All buildings and repairs, that are necessary, are done at the landlord's expense. No interest for such outlay is ever charged on me. I always do the necessary haulage work myself.

Sir *J. Llewelyn*—continued.

26,824. Is there anything else you wish to say. Is there any ground for saying, as has been said by some witnesses, that farmers are afraid to come forward?—Not in my opinion.

26,825. Is there anything else you wish to say?—No, I think not.

Mr. *Grove.*

26,826. You say you consider the tenancy to be as secure as if you had a lease?—Yes, I do.

26,827. Do you take into consideration the possible chance of the farm being sold over your head?—Well, I have more faith than that in my landlord.

26,828. What about the death of the owner. Suppose there was a death of one of your landlords would that not imperil the position somewhat?—I do not believe so. That is my opinion. I never found it so in our district.

26,829. Have you ever known any cases?—I have one in our district.

26,830. You have heard of a sitting tenant being turned out, because the farm has been sold over his head?—I do not know of any without compensation for it.

26,831. Really you see no benefit in a lease?—I do not see any benefit in a lease.

26,832. And therefore you see no benefit in an agreement?—No, I do not see any benefit in an agreement at all; certainly it would answer some sort of people who wished to destroy the best ground on the land; who wished to plough it up or something of that kind.

26,833. Howm any farms have you?—Penrhiwceiber 80 acres, Vanalog 160 acres, and Nant-y-Rhussa is somewhere about 150 acres or thereabouts.

26,834. That is a very large place?—390 acres altogether.

26,835. What is the rent?—45*l.* upon Penrhiwceiber, 75*l.* on Vanalog, and 45*l.* upon Nant-y-Rhussa.

26,836. That is 165*l.*?—Yes.

26,837. So that it is about 8*s.* an acre. Have you been long in occupation of these farms?—Yes, I was bred and born at Penrhiwceiber, and

Mr. *Grove*—continued.

I am going on for 66, and my father was before me, and we have it now going on somewhere about 79 years.

26,838. Then you think that a Land Court would be objectionable, do you?—Yes, I do not want it at all; however, I do not think it would do any good.

26,839. You seem to have very good landlords. Are there anything like bad landlords in this county?—Well, there are a few and no mistake about it.

26,840. In the case of an unsatisfactory landlord, do you not think the Land Court may be of benefit?—It is a pity for good people to go and bind themselves with bad ones.

26,841. Do you not think it may be done in this way, that the good landlord and the tenant should always agree together; they need not go to a Land Court even if a Court was provided; they could agree among themselves, and as soon as they agree amongst themselves the thing is settled; but in the event of an unsatisfactory landlord would not the Land Court be valuable and advisable?—In that case it might be.

26,842. If itwas arranged in that way. You think if the landlord and the tenant had plenty of opportunity to agree amongst themselves, and to come to a conclusion, that would do away with some of your objections to a Land Court?—No, I would rather trust it the other way.

26,843. You would rather leave it an open question?—Yes, an open question.

26,844. You cannot see any good in a Land Court?—No.

26,845. Not in any way at all?—No, I would rather leave it as it is at present.

26,846. You say you think that witnesses are not afraid to come forward?—I am not aware of it.

26,847. We have heard general rumours that there is a great deal of that sort of thing. So far as your experience goes, you think that it is all incorrect?—Yes, I do.

26,848. Do you think you would be likely to be aware of it if it existed?—Yes, of course, being in the middle of the locality.

Sir *John Llewelyn.*

26,849. Have you known many instances of change of tenure?—Oh, yes.

Sir *John Llewelyn*—continued.

26,850. On those occasions, have the financial questions been settled in the ordinary way between incoming and outgoing tenants, by valuation?—Yes, by valuation.

26,851. Have you found any instances in which the costs of the valuation have been oppressive?—No, not in our part. Of course, if the two tenants, the incoming and the outgoing, will not agree themselves, we must have something like that. Sometimes we find that they refer it to valuers, and if the two cannot do it, they must find an umpire between them, and there it is.

26,852. Has that been a very expensive process?—Oh no, of course they generally do it in a friendly way.

26,853. We had an instance the other day before us, in which they spoke of it being oppressive, but I think that was exceptional?—Yes, it is exceptional.

Mr. *Grove.*

26,854. Your farm seems to be a very low rent. What sort of land is it?—Very high land.

26,855. I see it comes to an average of 8*s.* 6*d.* an acre, taking it all through?—Yes, there is some of it very high.

26,856. A good deal of rough land?—Oh, yes.

Sir *John Llewelyn.*

26,857. This is a question by Mr. Vincent: "Do you attend markets?"—Not a great deal now, and I will tell you the reason why: we are selling milk now and keep the stock on the other part.

26,858. "Are you familiar with the district?—I am.

26,859. "Have you ever heard a substantial "farmer say, he is afraid to come forward?"—I never have.

Mr. *Grove.*

26,860. May I take it you are a Nonconformist or a Churchman?—Well, I do not know. I am a straightaway; I am a Unionist.

The witness withdrew.

Mr. John Williams called and examined.

Sir *John Llewelyn.*

26,861. Where do you live?—1, Glossop Terrace, Cardiff.

26,862. Do you wish to give evidence upon anything that has passed before. You have given evidence already before us. Is it rebutting evidence or fresh evidence you wish now to give?—I thought of saying a few words, with regard to what I said at Pontypridd, in relation to the game. As you are aware, I made allusion at Pontypridd to Mr. Powell of Eglwysnunnyd; that he left owing partly, I did not say entirely, to the damage he had sustained by the game,

Sir *John Llewelyn*—continued.

and treatment by the agent, or something like that. He was kind enough to send a letter to the Commission down to Swansea, if you remember, to deny what I said. After that, I thought it proper for me to try and defend myself, because he told me it was so at his sale. Then I put a letter in the paper just to remind him that the Commissioners had promised to come to Glamorganshire again, and that I hoped he would come forward to give evidence for himself.

Professor *Rhŷs.*

26,863. You do not know whether he is coming?—I expected he would be at Bridgend or Cardiff, but he has not been present so far. I have been rather disappointed he did not come, in this way. I took, well, the liberty, I should say, to put a little paragraph in the paper to remind him that the Commissioners were coming to Glamorgan again, and that I should be very pleased to see him. I wrote Mr. Powell, I should say, a private letter, as well as putting it in the paper last week, to remind him that the Commissioners were coming to Cardiff and Bridgend, and I told him I hoped he would make it convenient to come and give evidence, and any information he could, to the Commissioners. I am only very much disappointed that he has not come.

Sir *John Llewelyn.*

26,863*a*. Is there anything else you wish to say?—With regard to the Windmill Farm, I should like to say something.

Professor *Rhŷs.*

26,864. Do you adhere to the statement you made about this tenant of Eglwysnunnyd?—He had two sales in the spring, and he told us the reason he was going to leave, and as I said, I took the liberty of mentioning his name, but I had no authority from Mr. Powell to mention his name, certainly, but I thought there was no harm, because he was an independent gentleman, and he did not care for his landlord or anyone else.

26,865. He wrote afterwards to say, that the quantity of game on the farm, was not the reason he left?—I have before me what he said now.

26,866. This is the letter. "Dear Mr. Knox, "I am surprised and annoyed to find that it "was stated before the Land Commission that I "left Eglwysnunnyd owing to the game. Such "a statement was not correct?"—Yes, and I would take my oath he told me so. How could I think of such a thing. How could I know it without he told me.

Sir *John Llewelyn.*

26,867. In Mr. Talbot's time there were a good many hares?—Yes, you know that, Sir John Llewelyn, to-day there is enough game there, without anything else on that estate.

26,868. At the same time, Mr. Powell won the prize for the best cultivated farm?—Yes; I mentioned that, and everything about him and his good qualities. He is a wonderful gentleman, I must say. I thought of saying, before I went to Thomas Williams' matter, that I was very glad to see you went round the vale, although I would rather you went to the west to prove my case.

26,869. What is the other point you wish to call attention to?—To the case of Thomas Williams, of the Windmill Farm, Llansannor. I thought of mentioning a few words about it, as he is not here himself. I went to Llansannor in 1875, as you had the evidence before, and then he had the Windmill.

Sir *John Llewelyn*—continued.

Mr. *Grove.*

26,870. Has Thomas Williams given evidence before us at all?—No.

Sir *John Llewelyn.*

26,871. Is he any relation of yours?—Yes, a brother-in-law; he promised to come to-day, but he is timid, I know.

26,872. Did he ask you to give this evidence for him?—Yes.

26,873. Had he the Windmill Farm at Llansannor?—Yes.

26,874. And Courtisha Farm, Tythegstone?—Yes.

26,875. When did he retire from farming?—I cannot say exactly; he was in the Windmill Farm about eight years, I should think.

26,876. Is he still conversant with the position and requirements of farmers?—Yes; although he is a contractor in Cardiff, he knows all about it.

26,877 Had he a lease?—I had a lease, and he had to farm the top farm. He farmed the Windmill Farm.

26,878. What do you say about the condition of the buildings and fences of that farm?—That is the point I want to call attention to. He built a house there which cost him 400*l*., and he had 100*l*. from the Chancery Court. The estate was in Chancery, when I took the farm. I had the leases on the two, but he farmed the top one. He spent over 300*l*. on the farm alone.

26,879. He only got 100*l*.?—Only 100*l*.

26,880. How long was it, that he was in possession of these buildings, before he got the 100*l*., and after they had been built?—He had the 100*l*. when he was building.

26,881. What did the buildings consist of—pigstyes?—He built the house, in fact the house cost him alone that amount, without the pigstyes.

26,882. Boundary walls?—Boundary walls and garden.

26,883. And hauling materials for the cart-house and the granary?—Yes, the house cost him 400*l*.

26,884. Who found the stone and lime?—He found that as well—everything except the labour.

26,885. Was there anything in addition to that outlay by which he brought the farm into better cultivation?—Yes. You had a letter read at Bridgend to Thomas Morgan by Mr. Owen, a great authority on land in our country, that he had land, and it was only worth 2*s*. an acre when he had it a few years ago, and then you saw what Mr. Owen brought it to. Here is land adjoining, of which Thomas Williams cleared 18 acres and he never had a penny.

26,886. What do you value the improvements that he made upon the land, irrespective of the buildings, to bring the farm into a better

Sir *John Llewelyn*—continued.

state of cultivation?—Well, 500*l.* or 600*l.* at least.

26,887. Was there any water there?—No.

26,888. Did you do anything to get water. Did you ask the landlord to bring water there?—When he built that house, he understood through the agent, that he was to have water.

26,889. There was a kind of a promise?—Yes, there was a kind of promise.

26,890. Was that promise fulfilled?—Oh, never, not to Thomas Williams.

26,891. Did it cost him any money in drawing water?—Well, he was obliged to keep a horse and water-cask, and to haul it about three-quarters of a mile distant.

26,892. This was on lease?—Yes, a 21 years' lease.

26,893. When that expired, did he give any notice for reduction of rent?—Well, I gave notice because the lease was in my name all through. It altered when I took the farm in 1875; things were going on very well, and before another seven years was over, everything was upside down—1879 came in very wet; I had a reduction at Llansannor, and he could not get a reduction on the Windmill.

26,894. You gave notice for a reduction?—Yes.

26,895. Was that refused?—It was refused, and he could not get anything at all there.

26,896. What did he get for his improvements?—Not a penny.

26,897. Did he get any payment for tillages?—Yes, it was the custom of the country there.

26,898. And after he left, was the farm unoccupied?—Well, they had to farm it themselves; Sir Joseph Spearman had to farm it, because no one would take it then.

26,899. You complained that there was mischief done by the game?—Oh, yes, great damage.

26,900. Have we not had this before in your evidence?—Yes, the damage by game. I said something about this too, but the sale has taken place since. They offered the property for sale; that is what I was going to tell you, and here are the particulars of the sale (*producing same*).

Mr. *Grove.*

26,901. When was the sale?—About a month ago.

Sir *John Llewelyn.*

26,902. What do you estimate the mischief done by the game at, between 1879 and 1880?—It was about 200*l.* on Llansannor, and the Windmill was over that.

26,903. Do you consider that a Land Court is necessary?—Very necessary.

26,904. Do other farmers to your knowledge think so?—If there was a Land Court in existence, we should be farming to-day.

26,905. What would be the object of that Land Court, in your opinion?—To give the sitting farmer the land, at a proper value.

26,906. To fix fair rents?—To fix fair rents.

Sir *John Llewelyn*—continued.

26,907. Anything else?—That is all I should think the tenant would require, and free liberty afterwards for farming; to grow what he liked and to sell what he liked.

26,908. Do you consider that royalties and ground rents should be taxed?—Yes.

26,909. To relieve present taxation?—Yes, as I said before, I think they ought to go to pay the taxes.

26,910. And your brother-in-law thinks that the game should belong to the tenant?—Yes, that is my opinion too.

26,911. Is that not the law?—The ground game?

26,912. Yes?—All game ought to belong to the tenant, and every good tenant would be glad to see his landlord there every day if he chose to come; they would be better keepers for him than all the landlord's keepers he could get. As to Llansannor, when I went there, there was a wood called Stenby Wood; there were more pheasants there by far when I went there than when Sir Joseph Spearman was preserving by the aid of two or three keepers. We had the game on this farm for ourselves, the first two or three years. Foolishly, I signed an agreement. They said, "You can sign the agreement and do what you like"; but when Sir Joseph came of age he put everything upside down, and, as you know, I had notice to quit at the end of six months, and I lost by it. Now he is obliged to sell the estate, and here are the particulars of a part of it sold. He farmed only for six years.

Mr. *Grove.*

26,913. When was this sale?—About a month or a little more ago.

26,914. What was the quantity sold of that particular farm you are alluding to?—It was not sold at all.

26,915. You spoke of one field of 18 acres, and you drew a distinction between that and the other. Why did you draw that distinction?—Because of this. It was exactly as Mr. Owen said in his letter at Bridgend to Thomas Morgan. Thomas Williams cleaned that part, and it cost about 200*l.* or more.

26,916. Did he ever get any payment for it?—Not a fraction, and it was sold at over 500*l.* the other day. That one was sold but the farm was not. This was sold without the farm.

Sir *John Llewelyn.*

26,917. You are of opinion that the land ought not to be sold upon the tenant's improvements?—Quite so, until that takes place, this part of the country will never stand and never improve at all.

26,918. Have there been many instances in your knowledge, in which the tenant's improvements have been sold?—Well, all this now has been sold.

26,919. In this particular instance?—Yes, and Llansannor Court will be sold again one of these days, and I have laid out thousands, not

Sir *John Llewelyn*—continued.

hundreds, I am sorry to say, and I shall not get anything.

Professor *Rhŷs.*

26,920. Do you know the neighbourhood from which the previous witness comes?—I do not know so much there, more up to the east.

26,921. He did not know of any hardships in that part?—I know one tenant he alluded to, with respect to an advancement of rent, because they improved the property, that is Coed-y-nay; they were splendid farmers and improved it a good deal, and as soon as they had done so it was advanced, and at last they left it and went to Penlline, and they are in Penlline parish now.

26,922. Is it your opinion, that if the tenants had the game, and could do as they liked with it, they would soon clear the whole country of game altogether?—I do not know that they would clear it altogether. They would clear it in a way, that they would not do damage to themselves.

26,923. You consider that, after all, game is an article of food?—In its place it is very well. As to preserving it, to eat what they ought not to eat, it is out of the way altogether.

26,924. You would not wish the game all to become extinct?—Oh, no, certainly not.

26,925. There would be some game still for the landlord to come for?—Yes, any time he comes for sport.

26,926. What you object to is its being let to other people?—Yes; you have two tenants on the same land.

26,927. With conflicting interests?—Yes.

26,928. And then there is a great deal of disagreeableness and unfairness?—Yes. This is what happened at this Windmill Farm. Just after we went there, Sir Joseph Spearman came of age, and he was a little bouncing in his way, and thought he was everything. If you knew him, you would say the same thing. I met him here in Cardiff, and he told me like this. He said, "Look "here, John, you tell that brother-in-law of "yours to mind what he is about, or else he "will be thrashed to the last inch of his life."

26,929. What did he mean; I am not quite sure that I understand this slang?—He meant he would have it by the keepers. I knew what he meant, when he said that. I asked him which brother-in-law he meant, because there was another one on another farm, and he said Thomas Williams, the very man who was going to give evidence to-day. I said, "What is it, Sir Joseph?" He said, "Oh! he has been "threatening my keepers, and this and that, I "will not allow." I said, "It is very hard "lines, he has had that farm ruined, and he has "gone to hundreds of expense to put the hedges "and fences and everything in order, and now "you allow your keepers and all their clique to "go over it and do as they like; it is not "encouraging for us to farm tidily if you allow "this." Well, he said he told the keeper that he did not care for him, nor Sir Joseph, and very likely he did; I would not say but that he did. "Well," he said, "he ought not to have said that." "Well, it is not encouraging at all, "if you are going to allow your keepers to do "that." I told him afterwards, "Well, Sir "Joseph, we want an understanding; if you "allow your keepers to do this and that, we "cannot farm like we ought to." "Well," he said, "if you have some grievance, come to me." "Well, I am doing so," I said. He said, "Well, "tell your brother-in-law." I mention this so that you can see what authority the keepers had over him, because that is what I want to show you.

Professor *Rhŷs*—continued.

Sir *John Llewelyn.*

26,930. You know the Ground Game Act?—Yes.

26,931. If this Act had been in operation at that time you were speaking of, would it have been sufficient to protect you?—No, because a tenant came to this farm after Sir Joseph farmed it for a year or two. He had another W. Thomas, and he got that man to sign something that he would not touch game or rabbits or anything else.

26,932. That is illegal?—That is illegal. The man told me himself, but he is afraid to come and give evidence, although he would like to. I told him distinctly, "If you have done "that, you will never pay for the Windmill." "Well," he said, "he promised to keep them down." Within another 12 months or so, the quarrel went on, and he paid him for one damage, and then he could not get a penny. What did he do? He put some of the men to catch the rabbits, and Sir Joseph's keeper came there and took the nets up and summoned the two fellows, and they went before the magistrate at Cowbridge, and had to pay for it. That is a fact which can be proved.

26,933. Is there anything else?—There is one thing I should like to say; I was pleased that the Commissioners went round the vale, but I should like some of them to go to Margam and round to Penlline. I can assure you, I do not want to come here and say anything, but what is a fact.

Professor *Rhŷs.*

26,934. I think some of the Commissioners will go to Margam?—Well, they have said so much about Mr. Powell denying and Mr. Knox denying, that I should like them to do so.

Sir *John Llewelyn.*

26,935. I was staying at Margam the other day for the Agricultural Show at Bridgend, and I must say I do not think there was one rabbit for every 100 there was in my uncle's time?—There are hares and pheasants there; there used to be rabbits. At the time when I challenged Mr. Knox, if you will remember, I said if he will give me two days' shooting I would guarantee to kill 750. Perhaps you noticed that in the paper; but I did not have that taken up.

Professor *Rhŷs.*

26,936. He did not accept that challenge?—No.

26,937. Perhaps you are a very good shot?—I have not shot much—only rabbits. I have only shot a few rabbits in my time.

26,938. There is another case that I should like to mention with reference to a former tenant of Colonel Turbervill—Anthony Lewis—which is a very hard case, and the hardest case you have ever heard. Well, he came from Bridgend way in 1876, and he came here under Mr. Lewis, Green Meadow, a very tidy man. That was in 1876. He came to Tydu, about 6 or 7 miles from here, and took that farm. He rented it very dear, I must say, and he saw his mistake in a few years, and he asked for a reduction, but could not get it. He tried all he could when he had been there about 8 or 10 years, and his agent advised him to go on all the time. "Well," he said, "I cannot pay for it;" but the agent said, "Try another year." At last in 10 years he gave him notice.

26,939. Who gave the notice?—The tenant gave notice for a reduction. The agent persuaded him to go on for another year, to see if he would improve. He did, and he could not get a penny. Then he gave notice afterwards to go altogether, and he did; he took a farm up in Breconshire and took the little stock that was on it as well. He had a sale at Tydu, and he bought the stock he had there and a few sheep, and made a sale at Tydu. On the day of the sale the agent sent notice to the auctioneer and told him not to pay a penny to the tenant. The poor tenant had told the auctioneer to pay the landlord for the rent, and he could have what was there afterwards. The auctioneer would not do that. Well, he tried to get something for the land, and then the agent, Richard Williams, the lawyer of Cardiff—I do not want to make a grand case of it, but I want you to know who he is—said to the outgoing tenant: "Who is your valuer?" He said—"George "Thomas, of Ely;" he was valuing myself going in, and I think he will value me going out. He said "You must not have him because he is

Sir *John Llewelyn*—continued.

"mine," Well, I thought he could do it for us both, and he said, "No, you must have your "own valuer, George Thomas is mine." That was so; the poor tenant had to have John Lewis Brigam, and then they went both to value, and it turned round like this, that Richard Williams wanted to charge the poor fellow for dilapidations on the farm.

26,940. You are not in a position exactly to find fault with the valuer's awards?—No, I am not going to do that.

26,941. Mr. George Thomas, of Ely, and Mr. John Lewis, of Brigam, are both good men?—Yes, they are the two best men you could have. The farm was let to another tenant without paying a penny bill at all. Richard Williams, the agent, told him not to pay a penny bill. Then Richard Williams fought with this poor outgoing tenant for dilapidations on the farm, saying he did not farm it as he ought to, having refused him to go two or three years before. I do not know how the litigation went on, but they went to London and came back to Cardiff to finish it afterwards, and the poor fellow had everything sold up. Richard Williams followed him up, and even sold his bed from under him. There was not enough to pay the legal costs and all expenses. This man's wife had a little money, a couple of years afterwards, from her uncle, and then when he found that out, he put in for a slice of that, and he had 80*l.* or so.

26,942. The upshot of this is to advise the tenants to keep clear of the law?—Yes, especially clear of the law, if there is any agent on the land. That is the worst case I know, and I should like him to come himself, but he is so timid; he has been a respectable farmer, but he now drives a cab in Cardiff.

26,943. He would not come forward?—No, he is afraid. He is afraid because there is a few pounds balance again on the old score, and of the expenses of the last litigation he had with the agent. They do not complain of the landlord; he is a splendid landlord; but as for the agent there is not a worse in the county.

The witness withdrew

Mr. T. MANSEL FRANKLEN called and examined.

Sir *John Llewelyn.*

26,944. I believe you have some evidence to give us, Mr. Franklen, or perhaps you will kindly make a statement?—I was born in the county in 1840, and have a general knowledge of the progress of agricultural affairs in the Vale from that time. My father farmed a large farm of his own with a view to profit, and I have usually spent vacations there until I came to reside about sixteen years ago. I farm about 70 acres. The Glamorgan custom is generally very fair, but needs amendment in modern circumstances. But a custom cannot be amended, except imperceptibly, because any amendment

Sir *John Llewelyn*—continued.

introduced at once conflicts with the old custom, and can be objected to. I suggested at the Cowbridge Farmers' Club, that valuers should be requested to give adequate compensation for land laid down to grass, having known cases of tenants when leaving farms ploughing up a fair turf laid down by them, as the only means of getting some allowance, which would be only the profit on the labour done, thereby throwing back the land from the only profitable method of working it, in the present state of prices. My father in my time laid down more than one-fourth of his whole holding into grass, and the

Sir *John Llewelyn*—continued.

country has followed. I do not mean to say that they followed his example, but the face of the country has changed in very nearly that proportion in my experience, the plough land being laid down to grass.

26,945. Thirty-five per cent.?—Somebody said so. I say fully one-fourth in my father's instance, and my impression is that that would hold true throughout the Vale, as the only way of making profits under the present condition of foreign competition of prices, and cost of labour. My suggestion was well received at the Farmers' Club, but for the above reason nothing effective can be done, by amending the custom. If there had been proper security for compensation, for laying down this grass land, I say it would have been very much better done, than it has been done. I do not pretend to a skilled knowledge of agriculture, but my opinion is, having seen a great deal of it, that it, as a rule, has been very badly done, the land laid down when out of heart, and laid down with inferior seeds, and not sufficiently manured to bring it to a good face for many years, owing I think to the want of security for compensation for outlay upon such land in any other way than the mere profit of a ploughing, which is almost an insult. Over the great extent of grass land that I have seen laid down, the due compensation for an improvement must be very large indeed, all due to the striving of the tenants. Of course I do not know, in what instances, they have had an allowance from their landlords to help them in the process, but I think that, as a rule, they have gone without any such arrangement, paying their rent from year to year, and putting up with the loss, which necessarily takes place in the change from ploughed land to grass land for many years. At any rate, I think they ought to have compensation where they have not had it. All good landlords on a change will give compensation for land which has been laid down to grass by a tenant, and I think the law should provide that that compensation should be able to be claimed by a tenant, where a landlord does not give it voluntarily.

I wish to suggest, as a remedy for the great grievance about the grass land, that not only in respect of future improvements, which are provided for with the landlord's consent, which I think should be subject to appeal, but also in respect of the grass which has been laid down during the past period, and has not been compensated for in one form or another. I think that the tenant ought to have a claim before a skilled referee, as to what extent he has benefited his landlord's capital in that farm, by laying down his land into grass, and has not been remunerated by holding it on for a long period.

Another matter is the provision of suitable buildings, which is necessitated by the laying down of land to grass. You require pools in the fields, and you require sheds for high-class modern cattle, especially Channel Island cows, which are almost necessary for a modern dairy to be carried on at a profit. Under the present law a tenant who is willing to put them up at his own expense, cannot do so and get compensation, without the previous written consent of his landlord. I do not know whether the Commissioners would require instances, as evidence on which they must found any report. I have no grievance, but I am willing to give instances if it is necessary, without any complaint of anybody. I shall take care so to state it that I make no complaint. What I have done in my own case I have done with my eyes open, and have no sort of complaint to make, but I think it is only an instance of what the state of the law is for everybody, and therefore I do not know that it is necessary to mention any instances at all. But my suggestion of the remedy is, if the landlord when applied to for an improvement of the first class in the schedule of the Agricultural Holdings Act refuses his consent, the tenant ought to have liberty to apply to a public officer—I suggest a competent person appointed by the Board of Agriculture in each neighbourhood—to say whether the improvement is suitable to the holding, and if he finds that it is, the tenant ought to be allowed to execute it, and obtain compensation under the Agricultural Holdings Act.

26,946. Do you know, as a matter of fact, of any instance where the application has been made and refused?—Yes, it is in my own case where it has happened. I think it is public policy that where the landlord, as it happens, has not money, and the tenant, as it happens, may have money, and is willing to lay it out in the improvement of land for commercial production of food, there ought to be some public authority to say that the improvement may be made on reasonable commercial terms. As I say, in my own case I am perfectly satisfied with what I have done, but it is not a commercial proceeding, and, what is more, the sheds that I have put up could have been put up in a more substantial manner than they have been, if there was compensation to be had whenever I may go.

I should like to go on to say something about building leases if that is within the scope of your inquiry. I think that much exploitation of the people of the country takes place, in respect of the method of granting building leases. The first thing is excessive and unreasonable fees charged not for the leases themselves, but for incidental services. I have a couple of instances to mention, which have come into my hands as clerk of the county council, which if evidence is required to furnish ground for the Commissioners' Report, I am quite ready to bring forward. I do not make any particular complaint in these instances, but I think they are specimens of undue hardship that deserve a remedy, because what is done to us is certainly done to the poor in at least an equal extent. The fees charged in respect of the surveyor's services are subject to no check whatever, in the same way that the costs of solicitors are subject to a check; and I think they ought to be. I spend a good deal of my time in reducing solicitors bills: it is a part of my duty, and I

Sir *John Llewelyn*—continued.

think there ought to be some public officer, to state what is a reasonable fee for services done by surveyors. I am not in the least desirous that people should work for less than a fair remuneration, but the fees I have known charged, are fees that have no relation whatever to services done.

Professor *Rhŷs.*

26,947. You mean out of all proportion?—I consider them out of all proportion, and I will give instances that have taken place in the county council office. I have an agreement for a lease in my pocket now of a police station, for which the landlord's surveyor asked a fee of 7*l.* 7*s.* merely for pegging out the ground; that is the only service he renders, and seeing that the building is there when we come to ask for our lease.

Sir *John Llewelyn.*

Mr. Grove says they pay 9*l.* 9*s.* in Monmouthshire.

Mr. *Grove.*

26,948. I do not think we pay it; we have objected to pay ours?—We have got this one down to 2*l.* 2*s.* In another case there was a charge of 3*l.* 3*s.* for a surveyor's fee; the committee objected; our objection was met by the statement that we were let off extremely cheap, and that in an ordinary case it would have been 5*l.* 5*s.* We then paid. What I say is, that if that is done to us, it is certainly done to the ordinary collier who takes ground for building. It is not done on the great estates as a rule I know; they have a proper scale laid down in their agreements, and people know when they take, what they will have to pay. The next point is the covenants that are in the leases and what I consider the abuse that is made of them. That also does not apply to the great estates, but it applies to many. There are covenants against assignment; that is a reasonable one; there are covenants against the use of the buildings to be erected on the land for anything but dwelling-houses, which originally was a perfectly reasonable covenant if it was intended for the benefit of the tenants who built on that system; but when it is made use of to charge a further fee for a licence to carry on a trade I think that is an abuse. That is done to a considerable extent. Really, a restrictive covenant of that sort originally was intended for the benefit of all the tenants in a particular row, that they should all live in a row of dwelling-houses and not in a street of shops. But if the landlord considers it is simply a restriction that he is to sell for his own benefit, I think that is an abuse of power. It is difficult to provide a remedy for that. My suggestion, for what it is worth, is that the present law that allows relief against forfeitures

Mr. *Grove*—continued.

by the aid of the High Court of Chancery, or now the Chancery Division, should be put into the hands of the county court and to some extent extended.

26,949. When you speak of a licence for a shop, do you mean an ordinary business place?—An ordinary business place, to carry on any business whatsoever—grocer's business for instance.

26,950. It is usual to have that very strictly as regards public-houses, is it not?—Oh, certainly.

26,951. You mean an ordinary grocer's shop, or anything of that?—I mean carrying on any trade or business.

26,952. Have you thought out the benefit or otherwise of a Land Court?—Well, a Land Court means so many things in different people's minds. I have a strong view about a Land Court. My own opinion is that it cannot fail to make the actual occupier sit at a competition rent. That must be the ultimate effect of a Land Court, meaning by that a court to fix fair rents, and nothing more.

26,953. Do you think the Agricultural Holdings Act is imperfect as it is at present?—It is a very good Act so far as it goes, but I have pointed out what I think is a great defect in it. In point of fact, take such a thing as laying down land to grass. Is it in accordance with the ordinary rules of business, that a tenant who is going to lay down a field to grass would obtain a licence in writing before he does it? In point of fact, as to the improvements made by tenants, they are not many in this country, but such as they are, they are made from day to day, and without a special previous application in writing. If he sees the agent coming over the land, he very likely will tell him what he is going to do, and the agent would make no objection if it was a reasonable thing. That ought to be a sufficient consent without a previous notice in writing.

26,954. You referred to the report of the Board of Agriculture. You think that possibly the Board of Agriculture should supply a referee in these matters?—It is provided by the Agricultural Holdings Act that there should be a referee appointed by what was the Board in those days. I only use the Board of Agriculture as the modern term for the same authority. I think the machinery under the Agricultural Holdings Act is perfectly fair and just. The only fault about it is, that it is so highly technical, that it is practically impossible for a tenant to work through it without the aid of a skilled adviser.

26,955. You would agree with the principle of justice that a tenant should be fully compensated for the improvement he puts on the ground?—Certainly, in the form provided in the Agricultural Holdings Act. That is to say, not for the money he has laid out, but for the benefit to his successor that he leaves in. That is fair justice.

The witness withdrew.

Adjourned.

THIRTY-SECOND DAY.

6, Old Palace Yard, Westminster, Tuesday, 23rd January 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GHIFFITHS.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.
Mr. T. E. MORRIS,
Acting as Assistant Secretary.

Colonel Sir COLIN C. SCOTT MONCRIEFF, K.C.M.G., C.S.I., called and examined.

Chairman.

26,956. You are, I believe, Permanent Under-Secretary for Scotland?—Yes.

26,957. You have been good enough to say that you will give us some evidence of which you have prepared a draft?—I shall be glad to do so. Mr. Seebohm was good enough to give me suggestions on the points you would like to have evidence about, and I have turned my attention to those points.

26,958. Will you kindly speak to them *seriatim*?—Certainly.

26,959. Will you please begin with the Celtic passion for land?—The Celtic passion for land, I suppose, is notorious; everybody knows it. I find in the report by Sir John McNiell, who was sent to examine the condition of the Highlands of Scotland, in the year 1851, that he writes:—"The tenacity of their attachment "to their native soil and their repugnance to a "residence in parts of the kingdom where they "are foreigners, is great. Years of intercourse "with the more advanced districts seem to pro-"duce no desire to change their condition." I asked Sheriff Brand, who is and has been the Chairman of the Crofters' Commission since 1886, as to whether he thought that description could be modified at all just now, and he says since the passing of the Education Act of 1872, while attachment to the native soil has continued, the tendency—especially of those both male and female who have learned to speak English—to seek advancement in populous parts of the country has considerably increased, and is likely to increase much more. In those parts of the crofting area where the Norse element prevails, as in Caithness and Orkney and Shetland, attachment to native soil is different in degree, and is accompanied with a stronger spirit of enterprise and adventure. But the fact is well known in Scotland of the passion for very dreary barren moors, merely because their ancestors have been there from all time.

26,960. Then kindly tell us the grievances alleged in the Highlands, and the extent to which they have been met by legislation?—Lord Napier of Ettrick was chairman of a very important Commission which went to the Western Highlands in 1884, and he writes: "The "population belonging to the class of crofters "and cottars engaged in agricultural and pas-"toral pursuits, in addition to the evils attached "to an unproductive soil, high elevations, and a "variable and boisterous climate, suffer from "several causes of indigence, discouragement, "and irritation, which are subject to remedial "treatment. These may be enumerated as "follows: undue contraction of the area of "holdings, undue extension of the area of "holdings, insecurity of tenure, want of com-"pensation for improvements, high rents, defec-"tive communications—many parts of the "crofting districts being inadequately supplied "with ordinary roads—and such landing-places "for boats as might easily be afforded; with-"drawal of the soil in connexion with the "purposes of sport. To these we may add, as "contributing in our opinion to the depressed "condition of the people, defects in education, "which, however, have been largely remedied "by the Act of 1872, defects in the machinery "of justice, and want of facilities for emigra-"tion." That was written 10 years ago. Again I consulted Sheriff Brand, and he says he is not aware of any undue extension of the area of the holdings being a grievance. He thinks the absence of roads has been a very great grievance, and the absence of landing-places for boats. As to the defects in the machinery of justice, he thinks as much has been done as can be done in a sparsely inhabited mountainous country. And as to the want of facilities for emigration, unfortunately we do not find much desire for emigration. Then Lord Napier goes on to say: "The opinion so often expressed before us that "the small tenantry of the Highlands have an "inherited inalienable title to security of tenure "in their possessions, while rent and service are "duly rendered, is an impression indigenous to "the country, though it has never been sanc-"tioned by legal recognition, and has been long "repudiated by the action of the proprietor." That feeling was evidently very strong; they

Chairman—continued.

Chairman—continued.

could not show any papers for it, but somehow there was the old clan feeling that they had a right to stop there. From time to time they were dispossessed. The Duke of Sutherland swept out an immense number of them in the "forties," and that was a great grievance. As to the extent to which the Crofters Act has met these grievances, I would point out the first important point is the security of tenure.

26,961. Was that given by the Act?—That was given by the Act, and given in rather a remarkable way. There was no intention on the part of the Act to perpetuate and encourage this peculiar crofter tenure, but they settled that all who were crofters at that date, 25th June 1886, should get the benefit of the Act; all who were then crofters and their heirs.

26,962. The Act of 1886 gave them security of tenure?—Security of tenure to the then possessors under certain conditions as to paying the rent and so on. It gave them no right to dispose of their croft without the landlord's permission, but it gave their heirs a right to succeed to it.

26,963. It gave no right of disposition of the property?—No, unless with the approval of the landlord.

Mr. *Brynmor Jones.*

26,964. That is, no power at all of alienation *inter vivos*, but a limited power to devise by will to a member of the family?—To a member of the family. It is defined by the Act, who were members of the family. Shall I begin by defining what a crofter is?

Chairman.

26,965. You had better do so I think?—Section 34 of the Act defines it: "'Crofter' "means any person who at the passing of this "Act is tenant of a holding from year to year, "who resides on his holding, the annual rent of "which does not exceed 30*l.* in money, and which "is situated in a crofting parish, and the suc- "cessors of such person in the holding, being "his heirs or legatees." The condition of the crofter as to security of tenure, is as follows:—First rent must be paid. The crofter must not make over to another his tenancy without the consent of the landlord. He must not sub-divide his holding, or sub-let it or injure it, or dilapidate it. He must not after notice given deteriorate the soil, or build another house upon his holding without the landlord's permission. He must not open a public-house on it without the landlord's consent, and he must not do any act whereby, as the Act says, he becomes a notour bankrupt.

26,966. Does the Act prevent a man building a house, or may he build a house and cannot claim compensation?—If there is no house, he may build one; he would have to settle that with the landlord probably, but as a matter of fact there always has been a house; you understand it is an essential part that the crofter has built his own house; the landlord has never done anything for him; but the Act provides against his doing what they have a very great tendency to do. A man's son marries and he brings his wife there, and a second house is built upon the croft.

Chairman—continued.

Mr. *Brynmor Jones.*

26,967. The definition clause really carries the existence of a dwelling-house on the holding so to speak?—Yes.

Mr. *Seebohm.*

26,968. It is not a question of not getting compensation for what he builds, but to prevent his sub-dividing?—To prevent his sub-dividing, that is the danger; and in spite of the Act, that danger has had a very prejudicial effect in the island of Lewis, where it has been neglected, and the population has gone on increasing in a very unfortunate way.

Mr. *Brynmor Jones.*

26,969. He is entitled to compensation for permanent improvements?—Oh, yes.

26,970. And in the schedule among permanent improvements we find the head of "dwelling-house"?—Surely. If the crofter leaves the place, or if the landlord deprives him of his croft (as under certain circumstances the Act permits him to do), then he is entitled to full compensation for his land, his house, and his improvements.

Mr. *Seebohm.*

26,971. But the extra dwelling-house he ought not to build does not come within the schedule?—Well, it comes in in another way. The extra dwelling house is considered as a cottar's house. The Crofters' Act applies to crofters and cottars.

Mr. *Brynmor Jones.*

26,972. You will find the definition of a cottar, I think, in the same section?—Yes.

26,973. A cottar is a person who does not pay more than 6*l.* a year?—5*l.* or 6*l.* a year, I forget which it is, and the cottar must not possess agricultural land.

Chairman.

26,974. He either pays no rent or rent not exceeding 6*l.*?—Quite so.

Mr. *Brynmor Jones.*

26,975. The great point of distinction between him and the crofter is, that he is not to hold any arable or pasture land?—Quite so, and whereas in the course of nature the crofter must die out, because only crofters who are descendants of these, are allowed to go on, the Act does not limit cottars in the same way. Cottars may go on. If a landlord allows a cottar to settle down on his property, he may take the benefit of this Act.

Mr. *Seebohm.*

26,976. I do not quite see what prevents the son of the tenant in a cottage becoming a cottar, and so getting a sub-division of the holding?—Well, the landlord might at once turn the crofter out who allowed the son to do so.

26,977. It is one of the conditions of this permanence in the tenure, that he does not sub-divide?—Yes.

Mr. *Brynmor Jones.*

26,978. That rather seems to mean sub-division for agricultural purposes?—Yes.

26,979. I do not quite follow the reason for saying that you cannot build labourers' cottages, I mean, supposing it is worth while to do so; or to build a son's cottage?—Yes, I think it is understood that he has not a right to do that.

26,980. It is exactly provided for by section 1, sub-section 4: He is not to erect any dwelling-house otherwise than in substitution for those already on the premises. You cannot build an extra dwelling-house, but you may build a new dwelling-house?—I am glad to say that one of the good things of the Act is, that it has improved and is improving the crofters' houses. Some of them were really deplorable. There is a distinct amelioration, the people tell me who know most of them.

26,981. One effect of the Act has been to improve the dwelling-houses?—Undoubtedly, I do not think in all my experience of foreign travelling, that anywhere in Christendom, have I seen such a low type of houses, as I have seen in some of our Western Highlands.

Professor *Rhŷs.*

26,982. They are even worse, so far as I could judge, than anything I have seen in Ireland, but what I saw may have been exceptional cases, of course?—Extraordinarily bad.

Mr. *Seebohm.*

26,983. Then the hold the landlord has against sub-division and the building of unnecessary houses is the provision in the first clause of section 1, that he may not be removed from his holding, except on breach of one of the conditions, and therefore the landlord gets the whip hand over him if he breaks one of the conditions?—Decidedly.

Mr. *Brynmor Jones.*

26,984. As long as the crofter complies with the statutory conditions, he cannot be turned out of his holding?—There are certain provisions. The landlord may turn him out for enlarging a holding; please refer to section 16 of the Act.

26,985. Section 16 deals with the case of bequests, and gives the landlords certain powers in relation to the person, to whom the property is devised?—There is another case, to enlarge his holding and to improve his estate.

26,986. Apart from those special cases he is perfectly secure? Section 2 contains a special case: "Notwithstanding the provisions contained in the preceding section, the Crofters' Commission may, on the application of the landlord, and upon being satisfied that he desires to resume the holding or part thereof for some reasonable purpose, having relation to the good of the holding or of the estate, including the using, letting, or feuing the land proposed to be resumed, for the building of dwellings, or for small allotments for fishermen," and so on. He may take up the man's croft.

Mr. *Brynmor Jones*—continued.

26,987. But under the orders, so to speak, of the Crofters' Commission?—Yes, there was an instance in point: "Where the croft was the only property of the proprietrix, who desired to resume possession and take up residence thereon. The Commissioners held this to be a reasonable purpose."

Chairman.

26,988. Is that all the satisfaction the Crofters Act has given, the improvement of the houses?—It has given satisfaction; it is a popular Act all through, I think.

26,989. It has settled the country down?—Yes. The country, I daresay, you may remember, was in a very serious condition from 1882 to 1886.

26,990. The legislation has done that good; it has satisfied the people, and made them contented and tranquil?—We see another result proving that, that there is a great desire to extend the Crofters Act. It is confined, just now to certain counties, and it is confined by the definition of the crofter, to men who have not a written lease. We have representations at our office constantly, to ask that some amendment shall be brought in to include small farmers with leases not exceeding 30*l.* There are a good number who have leases, and who are really not above crofters, and they are, at present, excluded from the Act.

26,991. Are crofters generally fishermen as well as farmers?—Yes, if they have the chance.

26,992. Then, they want to extend the benefit of the Act to farmers as well?—And fishermen, too, sometimes. A man wants to have a lease and settle on a small farm, rather than as a crofter. We have a strong case just now in the county of Sutherland; the estate is in trust, the trustee is a lawyer or banker, and the rents are notoriously high. He says, "Well, it is my duty to my trust; I do not see my way to lowering them." The sheriff's officer has been deforced, and there is a great deal of trouble about it at the present time. These people say, "Why should not we get the benefit of the Crofters Act?"

26,993. They are not in the area?—Yes, they are, but they have a lease.

Sir *John Llewelyn.*

26,994. The leases are usually for 19 years?—That is the ordinary Scotch lease. Therein lies just the difference between a crofter and the Lowland farmer; the difference between the Saxon and the Celt.

Sir *John Llewellyn*—continued.

26,995. Are there any instances in which the lease would exceed 19 years, do you think?—I do not know of any.

26,996. If there were any departure from it, probably it would be less than 19 years rather than more than 19 years?—19 years has been the thing usually since my childhood.

Professor *Rhŷs.*

26,997. When the 19 years expired, would they then be able to become crofters?—No, because by the Crofters Act, a man must have been a crofter in the year 1886.

Mr. *Richard Jones.*

26,998. When were these men induced to take leases? Was it just before the passing of the Act, in anticipation of the passing of the Act?—I have no evidence to that effect. I really do not know. It is easy to imagine that some landlords may have stood out and said, "I "will not have you unless you take a lease," at any time, but whether they did so before the passing of the Act, I have never heard asserted.

Mr. *Brynmor Jones.*

26,999. This Act does not appear to apply to any holding or tenancy created since the time the Act came into operation?—No, it makes no provision for adding to the number of crofters.

Professor *Rhŷs.*

27,000. On the part of the Legislature?—Quite so.

27,001. But there is on the part of the inhabitants?—Oh, on the part of the inhabitants, so long as that passion for land lasts there is a very strong feeling about it; and no doubt you are aware there is a Commission in Scotland now, called the Deer Forests Commission.

Chairman.

27,002. How far have rents been reduced?—On an average of operations during four years, the Crofters' Commission reduced rents by 29·232 per cent., say 30 per cent.

27,003. The rents were reduced 30 per cent.?—Yes, and they cancelled 68 per cent. of arrears. In some cases more than 50 per cent. was taken off rents, and in one county 78 per cent. of the arrears were cancelled during one season. On the other hand the reductions were much less in some cases, and in certain cases the rents were actually increased, because the landlord had a right to appeal to the Commission as well as the crofter.

Mr. *Seebohm.*

27,004. Is it chiefly in the islands that the rents have been reduced?—No.

27,005. Are the islands the worst part?—Yes, the worst part; but the mainland of Argyll and Rosshire were both reduced very much. The Sutherland rents were reduced less than any.

Mr. *Brynmor Jones.*

27,006. Who is the largest proprietor, whose estate was affected by this?—The Duke of Sutherland; he is the largest proprietor in Scotland; but his rents were reduced less than almost any. The Crofters' Commission bore strong testimony to the liberality with which the rents were conducted on his estate. The Duke of Argyll's rents were reduced much more.

27,007. Do you remember by what per-centage?—Quite 30 per cent. I think. I am sorry I have not brought down the reports with me.

27,008. There are reports to show exactly what the reduction was?—Yes, an exact tabular statement is given of every case.

Chairman.

27,009. How far have the total receipts by the landlord been lessened?—I find that a very difficult question to get an answer upon. Sheriff Brand writes me: "It is very possible that in "the Lewis both those crofters whose applica-"tions have been dealt with, and others are, in "too many cases, in arrear with their rents. "But in many districts landlords have received "their rents much more regularly since the Act "passed." A gentleman, talking to me recently, instanced a place in one of the islands, where he said in the old days the rents were nominally much higher, but the landlord never pressed for them; he took things easily, but now the rents are lowered very considerably, he insists upon having all the rent, and the tenant really pays more than he used to do. I have not been able to verify that actually, but you can understand the landlord saying, "This is a matter of business "now; you have appealed to this court, and "there is no more give and take between us."

27,010. Anyhow you go so far as to say that the rents have been received much more readily?—Certainly; that is Sheriff's Brand testimony, and he is the best authority upon the subject.

Mr. *Seebohm.*

27,011. He is the the Acting Commissioner?—Yes, he is the Chairman of the Commission, and has been since it began in 1886.

27,012. You have not told us anything about how far abatements of rents have been made, since the rents were fixed. In a bad year would there be no abatements?—The rents once abated have not been touched since. The Crofters' Commission is still going on.

27,013. But I mean, the rent having been fixed by the Crofters' Commission, would the landlord, out of kindness to his tenants, still make abatements?—About that Sheriff Brand thought it was possible enough, and that was my own experience in the island of Lewis. Lady Mathieson is the owner there, and the place, I am sorry to say, is in a most unsatisfactory condition altogether; the arrears are heavy, and Lady Mathieson's man of business, assured me, whether the crofter's rent had

Mr. *Seebohm*—continued.

been reduced or had not been reduced, they equally refused to pay up. There have been no evictions there, which would be extremely unpopular if there were any.

Sir *John Llewelyn.*

27,014. Do I understand they refused to pay the judicial rent?—At any rate, they do not pay it, and the feeling is so strong against eviction, that practically they dare not put the law into force.

27,015. The law does not run?—No, the law does not run.

Mr. *Brynmor Jones.*

27,016. The judicial rent is fixed for seven years, and it cannot be altered by agreement during that time?—Yes.

Mr. *Seebohm.*

27,017. The question is whether under ordinary circumstances, the landlord, having a judicial rent fixed, considered he was no longer amenable to be asked for abatement?—I think that is the impression.

Chairman.

27,018. That brings us to the question of how far the crofters are clearly an exceptional class?—Yes, they are a class, I think I have said already, which it is impossible to imagine existing among the Lowlands of Scotland. They are thoroughly Celtic; people with this passion of attachment to a little bare patch of land, for whom a landlord does nothing. The Lowland farmer has his farm buildings, his drainage, his fences, and everything else necessary, all put carefully down in the lease; but nothing is done for the crofters. They are only to be found in certain counties. I think one may look upon them as essentially exceptional. As to the question of how far this legislation is only temporary, one may suppose it might go on for a number of generations with the descendants of those who were crofters in 1886.

Mr. *Brynmor Jones.*

27,019. Do the crofters farm to any profit at all? Perhaps "farm" is the wrong word to use, but do they carry on business on these holdings with the view to profit?—They do to a certain extent, I think, with cattle; they send them in for sale, and certainly depend a great deal upon that, and many have fishing boats in the innumerable lochs, where they are keen about selling the fish.

27,020. What is the difference between their case and that of the tenants who do not farm with a view to profit, who have small holdings, but at the same time do other work?—It is rather difficult to answer that.

27,021. Let me put it in the concrete form?—I know a number of crofters, as a matter of fact, are steadily engaged in other work, and we have got roads which are being made now in the Highlands for the sake of these very men, to give them work, because the croft does not give them anything like work enough. They are not a hard-working people; on the contrary.

27,022. I take it the farming is really what you may call self-sufficing?—I think it is rather that more than anything else, as regards the produce of the soil.

Mr. *Richard Jones.*

27,023. I suppose fishing is rather a precarious living; is it?—Very precarious. The seas are abounding in fish I believe, really, but the west coast fishermen have not got the "go" that the east coast men have. Any number of boats come through the Caledonian Canal from Aberdeenshire and Banff, and take up the fish under the crofter's eyes. The crofters have some boats, but they are inferior boats, and they are not such born sailors. They send their sons out with these boats, however, from the east coast as labourers. A great number of crofters' girls go right across every year to Peterhead and elsewhere, on the Aberdeenshire coast, to clean fish and do salting, and so on.

Mr. *Brynmor Jones.*

27,024. Are they a law-abiding people, speaking generally?—Well, this is comparative. We have always looked upon our people in Scotland as law-abiding, compared with the Irish for instance. I am sorry to say, that only within the last fortnight, a case has come to our notice, of the mutilation of cattle in the island of Lewis, which is the first instance I have ever heard of, in Scotland.

27,025. Then apart from crimes connected with the holding of land—what may be called agrarian crimes—you would say they are law-abiding people?—Certainly. They are very much under the influence of their ministers.

27,026. The statistics of the Law Courts would tell you that, and would afford a fair basis for comparison?—Yes.

27,027. How do you find the criminal statistics of the counties affected by the Crofters' Act, compared with the rest of Scotland?—I am sorry to say I have not gone into that.

Mr. *Seebohm.*

27,028. Was agrarian crime increasing very much before the Crofters' Act?—There were great outbursts of crime.

27,029. And that has ceased?—Yes; there has been none since, but still one is always, so to speak, on the verge of it. Last October I was in Skye, and at that time there was a slight amount of excitement; a farm had been taken, and the crofters said that the land belonged to them. It was a small island off Skye, and they would not let the man put his cattle on to this little island. They were summoned to appear in court, and they refused to appear, and there was a little fuss at the time, but it was got over.

Mr. *Brynmor Jones.*

27,030. Then really the claim of the people went a good deal beyond what the Legislature has conceded. You say, they said that the land belonged to them; I think that was the phrase you used?—Yes; that is the feeling of the people. You have to go back to the old clan time. They said The McLeod or The McPherson or The McKenzie was their chief, and they had been there always, and they had a right to stop there always. I do not think they would have ignored the chief; they would have given him certainly a great deal of power over them, that no modern landlord would dream of using. But, on the other hand, they felt themselves that they had a right to the land. I have only had the opportunity of studying this for the last year and a half that I have been back in my own country, but I think the Crofters' Act has been very judiciously framed.

Mr. *Richard Jones.*

27,031. May we take it, Sir Colin, that there was a desire among the crofters of becoming freeholders of their land?—It was more a sense that they were the holders, and that they were rightfully the holders.

27,032. But there is no provision in the Act?—No, not in the Act. We do not find that they take advantage of the Small Holdings Act in Scotland.

Mr. *Richard Jones.*

27,033. I do not know whether it is taken advantage of anywhere much.

Mr. *Seebohm.*

27,034. Is it from ignorance? Do they know that such an Act is passed?—That is the question. We sent out circulars about it, and it did a good deal of good at the time, but one of the county councillors the other day said he thought they were ignorant, and that they did not know much about it. In the Lowlands I think there is no wish for it. The people do not care about it.

Chairman.

27,035. Is there any difference between a Court of the Crofters' Commission and a Land Court?—I have always looked upon it as a Land Court. It has all the essentials of a Land Court, I think.

Mr. *Seebohm.*

27,036. I think the question was put down with the intention of bringing out the point, in what respect the Commission differed from an ordinary judicial court. It has three Commissioners, has it not?—Three Commissioners. The crofters appear themselves in most cases. They may send a lawyer, if they like, but there is no necessity for a lawyer going. I will inquire what Sheriff Brand says about that.

Mr. *Brynmor Jones.*

27,037. The sections of the Act, that form the Crofters Commission, to all intents and purposes make it a court?—Yes.

27,038. I mean, it seems to me more a question of names than anything else. Of course, it is obviously intended not to be a permanent Court or Commission?—Well, that is just a point as to which I think the Act is a little difficult to understand. It certainly is not meant to be a permanent Commission, but, on the other hand, it talks about revising rents at the end of seven years, and one does not know ultimately who is to carry on the jurisdiction, if the Crofters' Commission is not in existence.

27,039. Well, certain of their powers, or a portion of their jurisdiction, for instance, ends at the end of five years, that is to say, the power with regard to enlarging the holdings—that goes?—Yes.

27,040. Consequently, all that would be left to them, by-and-bye, would be to exercise the power of giving consents under the Act, and to refix the rents?—I cannot help thinking when the time comes, that, when everything else has gone, the Legislature will provide for the sheriff doing that, or something of that sort.

27,041. It is very much like the Court, because they may, subject to the approval of the secretary, issue printed forms of application, and so on?—Yes.

27,042. I should say that the point that strikes one most as a practical lawyer is this, that the decision of the Crofters' Commission with regard to any matter is final. There is no question of appeal to any court?—That is so.

Mr. *Griffiths.*

27,043. May I ask you, Sir Colin, is this judicial rent fixed upon all the crofters' land, or only upon the land of those who wish it?—Only upon the land of those who like to come before the Commission. In many, many cases, they have not come, and they have settled it privately with the landlords.

Mr. *Brynmor Jones.*

27,044. Have any complaints been made about the Commissioners, with regard to the way in which they do their work?—I have never heard any.

Mr. *Griffiths.*

27,045. These Commissioners are practical men?—Oh, yes.

Mr. *Brynmor Jones.*

27,046. One, it appears, is to be an advocate of not less than 10 years' standing?—Yes, that is the sheriff, and one must be able to talk Gaelic.

Mr. *Seebohm.*

27,047. They differ from a court rather in this respect, do they not, that they take their own ways of getting evidence?—Yes. There is a great deal of personal inspection done by them; actual walking over the crofts. They are con-

Mr. *Seebohm*—continued.

stantly moving in the summer. Sheriff Brand says that lawyers are not required to appear in proceedings before the Crofters' Commission. "I may add," he says, "that this rule has been "found to work satisfactorily." Crofters have often represented their friends with great ability and fluency.

Chairman.

27,048. Then the chief difference between a Crofters' Commission and a Land Court is, that the crofters appear themselves, without the aid of a lawyer?—I suppose that must be so.

Mr. *Brynmor Jones.*

27,049. That is hardly a sound distinction, because in the County Courts a large number of persons appear in person?—Would you not call the Crofters' Commission a Land Court?

27,050. I am inclined to think to all intents and purposes it is a court. I see they have power to appoint valuers and arbitrators?—Yes.

27,051. I suppose they do that a good deal, do they?—There is a great deal of that.

Mr. *Brynmor Jones.*

I think that is what Mr. Seebohm had in his mind when he was putting down the question. Some witnesses have suggested to us that for certain purposes a Land Court might be established; others have said, "We do not really "want a Land Court. What we want is some "fair and cheap method of arbitration." Is not that what was in your mind, Mr. Seebohm?

Mr. *Seebohm.*

I rather wanted to clear up what was the difference between a Crofters' Commission and a Land Court. We have a Land Court in Ireland, and a Crofters' Commission in Scotland, and one does not seem to have quite the clearness of definition that one would like, in order to show what the difference is between the two.

Mr. *Brynmor Jones.*

Comparing this section with the Irish Land Act of 1881, of course one does find some considerable difference in the powers. For instance, if I remember rightly, the Commissioner in Ireland has all the powers of a Judge of the High Court, and has all the status and all the privileges. That gives them all sorts of powers, I should think, that these Commissioners would not have.

Mr. *Seebohm.*

27,052. In the case of the Crofters' Commission, a great many of the formalities of the Court are done away with, I think?—When those three gentlemen go about they are allowed to delegate their duties; one of the three may go out and settle the cases, but then there is an appeal to all three together.

Mr. *Seebohm*—continued.

27,053. Does he sit in public?—Yes, he sits in public. He sits in the school-house, or any building that is there, and there are constant applications to the Commissioners here and there.

Mr. *Brynmor Jones.*

27,054. They are entitled to use the Court-houses?—Yes, but in many cases there are no Court-houses. They sit in our Free Churches, or anywhere.

27,055. Supposing the people would not obey the order of the Commission, what steps are taken?—Then you would have recourse to the Sheriff's officer. You mean refusing to accept the rent?

27,056. Yes, supposing a landlord refused to accept it?—Then the landlord would have a right of eviction.

Mr. *Griffiths.*

27,057. Supposing the tenant refuses?—It comes to the same.

Mr. *Seebohm.*

27,058. But supposing the Commissioner goes to a village in an out of the way place, in one of these Highlands, and investigates the subject on the spot. Does he go into a public-house, for instance, in a formal way and give his decision?—I cannot tell you.

27,059. Or how does this itinerant court manage those affairs?—He simply goes to some place of that sort.

27,060. Before he leaves the place, does he sit formally to give his decision, or does he send it afterwards in writing?—I am sorry to say I cannot answer that.

Mr. *Richard Jones.*

27,061. Would he not communicate his decision to the sheriff afterwards?—He would, as a matter of course, but it is my impression that he tells the people concerned at once, and they may appeal from any one Commissioner to the three Commissioners.

Mr. *Brynmor Jones.*

27,062. I see that they may take evidence not upon oath, because it is expressly provided that there shall be power for the Crofters' Commission, if the parties demand it, to order that the evidence shall be taken upon oath?—Yes.

27,063. Of course in a court of law we must take the evidence upon oath?—Yes.

27,064. "It shall also be competent to the "Crofters' Commission to make such order as "to expenses as they think fit?"—Yes

27,065. Supposing he orders the landlord to pay, say 1*l.* for the expenses of the crofters, having come before them in a disputed case, how is that order enforced, supposing the landlord says

Mr. *Brynmor Jones*—continued.

"I will see the Commission somewhere first?"—I am sorry to say I cannot answer the question.

27,066. They have to go to some court then. After all, they have to go to a court?—Yes, they have to go to the Sheriff's Court.

Mr. *Seebohm.*

That would apply to all Acts—to the Improvement Acts—you would have to sue for the amount of your damage, would you not?

Mr. *Brynmor Jones.*

Yes.

Mr. *Seebohm.*

27,067. But I should like to follow up this one point a little further as to the formalities that they require. Suppose that there is a dispute between landlord and tenant, and the Commission go down to the land, and after hearing the evidence on both sides, then and there give a decision, it is a very much simpler thing than that the evidence should have to be brought before a court, and that a judicial decision should be obtained?—I am pretty certain that is what they do.

27,068. If they can?—Yes, but I cannot say positively; I have never seen them actually at work.

Professor *Rhŷs.*

27,069. But there would be an appeal to the other two Commissioners?—There would be an appeal to the other two Commissioners.

Mr. *Richard Jones.*

27,070. I see, according to section 30, "Where, "in any proceeding under this Act, the Crofters' "Commission is empowered to pronounce an "order, the landlord and the crofter may "agree to accept the decision of a sole arbiter "mutually chosen instead of the decision of the "Crofters' Commission." Is recourse often had to this way of settling the question of rent between landlord and tenant?—I am sorry I cannot answer you as to that.

Professor *Rhŷs.*

27,071. I do not know whether I rightly understood that the legal expenses are practically very small?—Very small.

Chairman.

27,072. How far does the Act dispense with the services of lawyers, and thereby lessen expense?—It is a fact that the Act does dispense with the services of lawyers; that the crofter may come and plead his own case, or he may be represented by a friend.

Mr. *Brynmor Jones.*

27,073. He may employ a lawyer if he likes?—If he likes.

27,074. And I suppose the landlord generally does?—Yes, the landlord would. In many cases I have known of the landlords coming themselves and explaining the circumstances.

Professor *Rhŷs.*

27,075. Or his factor?—Or his factor.

Chairman.

27,076. How far does personal inspection supersede evidence in court?—Well, the habit of the Commission up to now has been one of the most extensive personal inspection. They have been over all these crofter counties, and they have actually gone and walked over the crofts.

Mr. *Brynmor Jones.*

27,077. Do they hold periodical sittings, or do they come to any place where a dispute arises?—No, they have been systematically visiting different parts. They have not yet gone over the whole of the crofters' country.

27,078. No; I understand that so far as fixing fair rent goes, they would have to go, as you say, systematically, but there are divers applications and divers matters in respect of which the Commission have got power as to which there might be a dispute?—Then one of their number will go in that case, I see that Sheriff Brand writes: "It is required by the Act that "every case shall be heard, but there is no "corresponding provision for inspection. In "practice, however, every holding and every "common hill grazing has been inspected. For "a length of time, at first, the holdings were "inspected by the whole three Commissioners "acting together."

Mr. *Seebohm.*

27,079. Will you tell us whether the applications are generally individual applications, or applications of a whole crofters' village. Would a whole crofters' village apply to have reduction of rent?—I think so, but I really cannot tell you about that. We have had applications from individual crofters again and again, and sometimes by landlords, begging that the Crofters' Commission might come to their places, and we have sent a request to the Commissioners to arrange as they best can.

Mr. *Richard Jones.*

27,080. I suppose applications for extensions of holdings would be made by groups of crofters of not less than five?—Of course to extend the holding you have to cut it off something. The Commission have very frequently taken a piece off a farm, or something of that sort.

Sir *John Llewelyn.*

27,081. As to the area that is covered by the Act, I see by the 19th section inquiry was to be made in Argyle, Inverness, Ross and Cromartie, Sutherland, Caithness, Orkney and Shetland?—Yes.

27,082. And that certain parts of those counties and districts were to be placed under the Commission?—Yes.

Sir *John Llewelyn*—continued.

27,083. Therefore the area was a restricted one. I hope I am not travelling over ground that was travelled over before I came in, but I was anxious to learn whether that area covered the whole of those counties?—No, not in every case. By the definition, the crofter was to be in a crofting parish, and a crofting parish was that which was to settle whether he was a crofter or not.

27,084. It was within the jurisdiction of the Commission to say which should be crofting parishes and which shall not?—Yes. A good number protested that they were not crofting parishes, and in every case, I believe I am right in saying, the Commission declared that those that protested were crofting parishes.

27,085. So that they extended the Act so far as it was in their power; they made the area as large as they could?—Yes. It was chiefly in the Orkneys and Shetlands where that occurred.

27,086. Did I follow you just now, in saying that you found that there was a growing desire for this area to be extended?—Yes, that is so.

27,087. Outside of these counties which are named?—Yes, both outside of the counties which are named and outside of the limit of the definition of the crofter, because they would like to bring in leaseholders in the county.

27,088. Yes, and also with regard to leaseholders; that I understood. Is that desired principally upon the western coast, or does it extend all over Scotland?—It is a desire which exists in the hill counties. I do not think there is any sort of wish for it in the Lothians, for instance, but we have had lately some applications from the island of Arran. I have heard of a desire up in the hill country of Aberdeenshire and Perthshire.

Professor *Rhŷs.*

27,089. Above the Gaelic line?—Yes, above the Gaelic line.

Mr. *Griffiths.*

27,090. Then do you consider that the crofters are very much better satisfied when they find the Commissioners coming to see their farms than they would be to settle it in a court?—Yes, undoubtedly.

27,091. And not doing it in the way that we do now by the Board of Guardians Assessment Committees, who settle it in their own room, and thus arrive at the value of a farm without going to see it. The Crofters' Commission is much more satisfactory?—It is much more satisfactory; I know they prefer it very largely. I think that is natural.

Chairman.

27,092. How can the difficulty be best met of small holders being ousted by larger ones as regards rights of common pasturage?—That is met by the Crofters' Common Grazings Regulation Act of 1891. It is a permissive Act. It is chpater 41 of the year 1891.

Mr. *Brynmor Jones.*

27,093. That applies to Scotland only, I suppose?—Yes, it is a Sootch Act. It makes arrangements for a committee in each crofting township. Section 2 provides that "the crofters "in any township or townships situated in "a crofting parish or parishes within the "meaning of the principal Act, who share in "the same common grazing, may, at a public "meeting called by public notice, appoint a "committee of such number as the meeting "shall think fit, not being less than three or "more than five, who shall be charged with "the duty (in so far as such matters are not "regulated by conditions binding in terms of "section 1, sub-section 5, of the principal Act), "of making regulations as to the number of "stock which each crofter shall be entitled to "put on the common grazing, and as to any "other matters affecting the fair exercise of "their joint rights therein by the several "crofters." Then it goes on to say that where the township does not make this committee, if two or three apply to the Crofters' Commission, they can insist upon their making this committee.

Mr. *Seebohm.*

27,094. Has that been largely used, do you know?—Yes.

Chairman.

27,095. How is compensation for improvements best arranged, by independent assessors from outside or by local valuers?—I have not been able to get a proper answer to that from Sheriff Brand. I was obliged to depend upon him for my information, and unfortunately he has been ill all this time, so it is a little difficult to get it. He has not answered that. He notes here that "compensation is fully dealt with by "the Crofters Act in sections 2, 8, 9, 10, 16, and "at the end of 31," but he does not really meet that point.

27,096. Has any hardship been felt at the expiration of improving leases, and how far has there been a demand for the option of purchase?—You see, crofters have no leases.

Mr. *Seebohm.*

27,097. An improving lease is a very common thing in Scotland, is it not?—Yes.

27,098. And they are quite little people, are they not, who take those improving leases?—Yes, very often. Then you get out of that regular Celtic stratum.

Chairman.

27,099. You have told us of the benefits of the Crofters Holdings Act, but can you tell us any further how it works in general?—No, I do not know that there is anything more to be said about it.

Sir *John Llewelyn.*

27,100. Can you tell us, Sir Colin, if there is any demand for the option of purchase?—No, I

Sir *John Llewelyn*—continued.

do not think there is. You mean, desire of the crofter to buy his holding outright?

27,101. Yes?—No.

27,102. You are not aware of it?—No, my impression is there is not.

27,103. Perhaps they have not capital enough?—They have no capital.

Professor *Rhŷs.*

27,104. If they have got the old clan feeling they would not consider that buying was required, or that it was proper, would they?—No. I am sorry to say that all that was good in the clan feeling, I am afraid, has very much disappeared.

27,105. They would consider they had a right to the place, and they would not consider that they were called upon to buy it?—Yes.

Sir *John Llewelyn.*

27,106. The question which I had in my mind just now, I have not got quite clear. You said that they considered they had a right to the land; do you mean that to be a right to the land as individuals or as members of a clan?—As a clan. They consider that they have a right, but that is not a right to sell the land. I do not think they would claim a right to dispose of it, and to sell it, but they consider that they have a right to live on it, so far as regards them and their children.

27,107. That would be a communal feeling, and not as private individuals, I understand?—Well, each little bit would be private, of course.

Mr. *Seebohm.*

27,108. They would not consider that they have a right to that land without rent?—Well, partly without rent, but traditionally they consider they have a right to occupy it, but not to sell it.

Professor *Rhŷs.*

27,109. They have a tradition that there is a right to it, subject to their chief, and so on?—Yes, and of course this is rudely bowled over when a landlord sells the whole of his property to another person, who has never heard about this before; when a landlord chooses to sell his property and cut it up into farms.

Mr. *Seebohm.*

27,110. There is one other point upon clause 16 with regard to the question of the permanence of the holding by the members of the family. I see in sub-section (*d*) that the sheriff comes in?—Yes.

27,111. Could you explain how it is that the sheriff comes in?—Well, that particular sub-section, I think, has been framed with a view to the time when the Crofters' Commission ceases to exist, but that has not been consistently carried through the Act. I have tried to get at that myself, and I do not think the Act is consistent upon that point.

27,112. But is not the sheriff in Scotland a different person from what he is in England?—Oh, totally different. The sheriff is a county judge.

27,113. And that, of course, creates a great difference?—Yes, and he has a permanency.

27,114. Then as to the last clause, after the sub-sections in that same section with regard to the enlargement of the holdings in certain cases. "Provided always, that in the case of "any legatee or heir-at-law more distant than "wife, son, grandson, daughter, grand-daughter, "brother, or son-in-law, it shall be competent to "the landlord on his own part, or on the part "of neighbouring crofters, to represent that, for "the purpose of enlarging their holding or "holdings, the holding ought to be added to "them; and in all cases in which the sheriff "shall determine in favour of such representa-"tion the heir ——?"—That it "shall be compe-"tent to the neighbouring crofters to apply to "the Crofters' Commission, who shall make an "order assigning the holding to one or more "of the neighbouring crofters for the enlarge-"ment of his or their holding or holdings."

27,115. Do you know whether that has often taken place?—No, I cannot tell you.

27,116. It would be a very good way of getting rid of the unpopularity of increasing the size of holdings in such cases, that it should be done by the court, and not by the landlord, would it not?—Yes.

[Sir *John Llewelyn here took the chair.*]

Mr. *Richard Jones.*

27,117. I think, according to the statistics supplied by Mr. Shaw Lefevre in his "Agrarian Tenures," he says that it is but seldom that the crofters succeed in their applications for holdings. He says: "During the same time," that is, during five years, "there have been 187 "applications from 2,804 crofters for enlarge-"ment of their holdings or their common "pasture; of these only 32 cases, from 527 "crofters, have been sanctioned?"—The enlargement of a holding practically means taking a piece of land from a farm. If it is arable land they want, it is probably under lease already, and of course it is a very serious matter to reduce the land a man holds by lease, that is his farm land.

27,118. Were there no applications for portions of deer forests?—Yes, there have been, and occasionally for pasture.

27,119. For common pasture?—Yes.

Professor *Rhŷs.*

27,120. Most of the claims would be for arable land?—Yes, I believe so.

Mr. *Richard Jones.*

27,121. I suppose the Commission would have to be satisfied that the crofters would be able to cultivate the arable land, and also stock the pasture land?—Yes, undoubtedly. Just now

Mr. *Richard Jones*—continued.

the scope of the present Commission is to report what land is primarily under deer and also under pasture. Farms might be made available for arable purposes, and Sheriff Brand, who is chairman of the Crofters' Commission, is also chairman of this new Royal Commission sitting just now, namely, the West Highlands and Islands Commissions of 1893.

Mr. *Brynmor Jones.*

27,122. I have one other question as we have thoroughly gone into the points: to what extent is the Gaelic language spoken now in the crofting areas?—It is unquestionably the language, but you do not find many adults who cannot speak English.

27,123. But for the ordinary purposes of their lives, the people who come under the denomination of crofters and cottars under this Act, do use the Gaelic language entirely?—Yes.

27,124. Are there many resident owners in these counties?—I wish there were more.

27,125. I mean owners who live a considerable portion of the year there?—No, there are not very many.

27,126. Then, these people have been left very much to themselves, I suppose?—They are very much to themselves. I think the agitation has been brought about a good deal in this way. Of course, property is not so valuable as it used to be. Landowners have found that the best rent they can get for the lands is sporting rent, and they get enormous rents, especially for deer forests, and in a great many cases wealthy people from the south who have taken up these deer forests only go for two or three months, and then they have finished their connexion with the place.

27,127. Has the practical working of the Act shown that it requires amendment in any particular?—That I do not know; unless with the amendment is a change of policy, for instance.

27,128. I did not mean with reference to general change of policy. I meant with regard to the practical machinery provided by the Act, or the definition, and so forth?—I have not heard of any complaint of that sort.

27,129. Then may I take it that there has been no complaint of the practical nature of the Statutory provisions laid down?—I think not.

27,130. And no difficulty has arisen with regard to the working of the Commission?—I think not.

Mr. *Griffiths.*

27,131. Will you kindly tell us, Sir Colin, whether the Crofters Act has improved the general farming, the agriculture of the district?—I do not believe it has much.

27,132. You do not think they farm any better than they did?—I do not think so. Of course so many causes have been at work one way and the other. Farm produce has been

Mr. *Griffiths*—continued.

getting cheaper and cheaper. On the other hand, a good deal has been done to help the people. For instance the Government subsidizes a line of steamers, and gives 10,000*l.* a year to steamers for their touching at various places, and taking up and helping in that way. We have also an Act to enable us to spend a certain amount of money in small harbours and boat slips and so on to help these people.

27,133. Quite so, but they do not depend entirely upon agriculture?—No. The country is over populated; that is my own personal opinion.

27,134. Is there any marked difference between the leaseholder and the annual tenant in their mode of farming, do you think?—I am sorry to say, I cannot tell you from much personal knowledge of it. The small leaseholder, I understand, is very little above the crofter, but yet the line is a strong one, and they are jealous of the leasholder, the man that has 50 acres, and a man that has only 20, would like to get some of them. They want to enlarge their holdings at the expense of the leaseholder.

27,135. Has the present depression been felt so much in Scotland? You say the rents have been paid more regularly than before?—These reduced rents, which have been reduced 30 per cent., you understand.

27,136. Quite so?—I think the depression is very great in Scotland.

27,137. But still you say there are some abatements made even upon those?—Even upon those. I do not think there are many.

27,138. In some cases you say the judicial rent is not paid. Can a tenant claim, when the seven years are up, a reduction for the years that are past?—I do not think he could claim if his arrear is not wiped out.

27,139. You say the judicial rent is not paid in some cases?—Yes; the law is not running in some places in spite of all this. I should say that is so in one place, in this long island of Lewis and Harris. That is quite the most backward of all places in Scotland, the great Outer Hebrides.

27,140. I think in many cases it may be clearly seen that the farm is very much less in value, and the tenant refuses to pay the rent. Then cannot he apply to the court that the rent should be reduced, two or three years before?—Before the seven years?

27,141. Yes; before the seven years?—No, I think not.

27,142. You are not sure about that?—I think he cannot.

27,143. Then with regard to this common pasturage, is it not in consequence of having that common pasturage, that they graze the land too bare, so as not to derive any good from it? We found that in North Wales, where there were many cattle upon the mountains, they have too many stock, so that it does them more harm than good?—I really cannot answer that question.

Mr. *Griffiths*—continued.

27,144. You have not found that?—I must plead ignorance of a great deal of it. I have really been so little in my own country for so many years. I have been continuously abroad.

Professor *Rhŷs.*

27,145. That is where they have what is called grazing without stint?—Yes, that is it.

27,146. Each one tries to graze as many cattle as he can?—Yes. You see this Act of 1891 regulates all that.

Mr. *Richard Jones.*

27,147. I think the custom there is that they have what they call the "club farm system"?—They have that in some places.

27,148. And in other places they graze without stint, and on other common pastures I believe that the number is regulated. I think it varies in some places?—The club system is a very common system.

27,149. I suppose that is the best system?—Well, I think this new Act is the best arrangement.

27,150. What is the arrangement under the new Act?—The new Act is that "the crofters "in any township or townships situated "in a crofting parish or parishes within the "meaning of the principal Act, who share "in the same common grazing, may, at a public "meeting called by public notice, appoint a "committee of such number as the meeting "shall think fit, not being less than three or more "than five, who shall be charged with the duty "(in so far as such matters are not regulated by "conditions binding in terms of section 1, sub-"section 5, of the principal Act) of making "regulations as to the number of stock which "each crofter shall be entitled to put on the "common grazing and as to any other matters "affecting the fair exercise of their joint rights "therein by the several crofters."

Professor *Rhŷs.*

27,151. That is really coming back to something like some of the functions of the old clan organisation?—Yes, or this club organisation.

Mr. *Griffiths.*

27,152. I think you said that you cannot tell us anything with regard to compensation for improvements. You cannot say how they are carried out?—No, I am sorry to say I cannot.

Mr. *Richard Jones.*

27,153. You could not tell us anything as to the scale of costs?—I am sorry to say I cannot. Of course I should be very glad if you would kindly give me any memorandum of points of that sort, and I would make a point of sending down and getting the information for you. There would be no difficulty about that.

Mr. *Brynmor Jones.*

That would be very convenient. I understand Mr. Richard Jones to mean the expense of appearing before the Crofters' Commission, and what expenses they usually allow as between landlords and tenants.

Mr. *Richard Jones.*

Yes.

27,154. Do you know, Sir Colin, whether the crofters are satisfied with the period for which rents are fixed—seven years—whether it is too short or too long, inasmuch as the prices of stock and produce fluctuate?—I am sorry I cannot answer that. The condition of the Scotch Highlands is one of very considerable restless agitation—political agitation. They have got a Land League there, and I think they have very considerably been affected by what is going on in Ireland.

27,155. Have they any grievances now after the passing of the Act. Do they feel that they have any grievances now. Is there any damage done by the deer?—They have this grievance, they complain of the deer; they want more land, and they say that as long as the deer forests are there, they have a belief, whether well-founded or ill-founded, that a good deal of the land which is now under deer forest might be made available for them.

27,156. Have they any ground for complaint that the deer damage the crops?—That complaint is made from time to time; whether there is any real ground for it I do not know, but whether the land is fit for them, we must leave this Forest Deer Commission to settle. That is now being threshed out.

Mr. *Griffiths.*

27,157. Do you think that this land, that is under deer forests, could be beneficially improved?—This present Royal Commission is threshing out that matter. My own personal belief (I do not pretend to know anything about it, and I cannot give a very positive belief) is that there is not very much to be got out of it, that the parts that have been reserved for deer are so very high, and such very poor land, that there is not very much to be obtained. I have no doubt that here and there you would get little patches, but I do not believe there will be much more.

27,158. In North Wales we had evidence of some people who made a complaint that they could not get at land, that land was really left to grow gorse, and they would be glad to cultivate it. You say the population is very thick in Scotland?—Yes. Were there found to be grounds for that? Did you find in Wales that that really was the case, that that complaint was a just one.

27,159. Yes, in some cases?—The crofters will constantly tell you that. It is an imaginary kind of thing—some wealthy man from the South comes up there, and they feel that he is an outsider and an alien.

27,160. We actually had a man who came before us who had five or six sons, and he would be glad to cultivate this very land I refer to, if

Mr. *Griffiths*—continued.

it was only let to him?—And to pay rent for it?

27,161. Yes, land which was perfectly useless?—I do not think that so long as this Deer Forest Commission is sitting one can properly give much information upon that. The matter is now being examined.

Mr. *Seebohm.*

27,162. I have only one point which I wanted to try and make clear, and that is the difference between these crofters and the ordinary small tenant farmer in Wales. I see that in the first Report of the Commission, out of which this Act sprang, they gave as typical instances of what the crofters are, the statistics of four parishes. In those four parishes there were 2,090 crofters and cottars. There were only 36 tenants who were not crofters and cottars, so that, leaving out those 36 tenants who were not crofters and cottars, the population consisted of 63 per cent. of crofters and cottars, and 26 per cent. of labourers and squatters. Are we to suppose that those crofters and cottars and labourers live together in villages; would those four parishes mean four villages, or would the holdings be scattered?—No, it would be more than four. The parishes have a very large area, and you will find that they use this term "township," which is a little hamlet.

27,163. But they do live in clusters?—Yes, always in clusters.

27,164. Rarely in little farm-houses scattered over the country?—Not generally, I think. I do not understand the distinction between the cottars and the labourers in that case, because the cottars must have been labourers, and the labourers must have been cottars.

27,165. Probably the labourers would be without land?—Without land at all, not even a cottage, perhaps.

27,166. But my point was that we have here in Scotland clusters of population which are almost entirely crofters?—Yes.

27,167. And not the scattered holdings of little farmers, who live, as a rule, solitary on their farms?—No.

Professor *Rhŷs.*

27,168. That living in clusters of this sort you would consider, perhaps, one of the characteristics of this Gaelic population?—I think it is. Of course there is very often something that affects it. It may be it is some good landing place for fishing boats, or something of that sort—there is something to bring them to that place—or it may be there is a proper road. In the island of Lewis, for instance, which is a very typical case, the interior of the island is brown, barren moor and moss, fit for nothing but sporting purposes, I think. All round the coast there are very fair roads, and you find these crofters townships, I should say, every two miles apart.

27,169. Now in regard to Lewis, is there any particular reason, do you think, for this continued discontent and quasi-rebellion on the estates of Lady Mathieson?—It is very hard to say, Sir James Mathieson bought that island some 50 or 60 years ago, and he spent a great deal of money on it. I think it has been spent very lavishly. Somehow or other, I do not know whether he was too autocratic or what it was, but there has never been a good footing between the landlord and the tenants there, and there has been constant grumbling. Now it belongs to Lady Mathieson, who is an elderly lady, and she never goes near it.

27,170. But generally speaking in the other crofter districts, do you think the working of the Act has been satisfactory, and that it has produced satisfactory results?—I think so, certainly. The fact of improving the houses is an instance in point, I think.

27,171. I think so distinctly with regard to the houses. There is one thing I want to ask; they are not allowed to multiply the houses, are they?—No.

27,172. Supposing the son of a crofter marries, does he smuggle his wife into his father's house, and do they overcrowd in that way?—It is hard to answer. I do not know. I found in Lewis, again and again, a second house had been smuggled up; whether it was before 1886 or not I cannot say; but the law has not been very rigidly enforced.

27,173. Does the law touch that?—The son may live in the house with his father.

27,174. Without building, without overcrowding?—The law does not touch that.

27,175. I mean this law? It is not creditable to our Scotch people at all that that kind of house exists. It is an oblong hut built of stone laid in sods. The roof, instead of projecting like an eave over it, rests on the inside of the wall.

27,176. I know something about it archæologically; it is very interesting, but I should not like to live in one of them?—In these places one third of the house is given up to the cattle, and you have to walk through the cattle place to get to the dwelling-house, where you find a peat fire in the middle of the room and the place full of smoke, as there is no chimney, a terrible place to be in. The byre, a part where you may find a half dozen cattle of all sorts, is never cleaned out except once a year, in April, and out of these places emerge the nicest looking young men and women you can see in Scotland.

27,177. I do not remember any statistics with regard to the morality of the crofter villages before the Act?—I do not know whether there is any difference there On that side of Scotland the morality statistics are better than the owland side.

27,178. They have generally had a good reputation?—The Celtic is better than the Saxon as regards that.

27,179. You do not know that there is any marked difference since?—No, I do not believe there is. I am glad to say there are very few public-houses; not from any local option, but

Professor *Rhŷs*—continued.

because the landlords have used a strong hand, and will not allow them.

Sir *John Llewelyn.*

27,180. I wish to put two questions to you on my own behalf. Do you know Wales?—In a very small way, indeed.

27,181. Then I will not ask you any more questions about that. With regard to the Commissioners, can you inform us what their remuneration is, what it costs the country?—If you have the Civil List for the last year I could soon tell you.

Mr. *Brynmor Jones.*

27,182. Which class does it come under, "Scotland"?—Yes, I think so.

Mr. *Griffiths.*

27,183. The farm labourers' cottages in Scotland are generally pretty near, attached to the the farm yard, are they not?—Yes, I think so.

27,184. Is it not beneficial that they should be so?—Yes.

27,185. In Wales they are grouped near the villages and towns. But the landlords in Scotland do provide cottages for the tenants on most of the farms, do they?—It is always looked upon that the landlord provides the cottages for his labourers.

27,186. Adjacent?—Yes, on the farm.

Mr. *Seebohm.*

27,187. The farmer provides them?—The landlord.

Mr. *Griffiths.*

27,188. Are the men very well satisfied?—I think so. You are talking of the more Lowland part of Scotland. In the Lowland the country population is a very prosperous one, and it is not a bit increasing. I suppose it is the same as in England, the draw is towards the towns.

Mr. *Richard Jones.*

27,189. The labourer rents the house from the farmer?—Yes, generally from the tenant.

Sir *John Llewelyn.*

27,190. I have a number of questions put in. The first questions are on behalf of Mr. Malcolm, of the Highland Property Defence Association, and Mr. Vincent puts them in. "Will you "kindly state the number of crofters and cottars "in the crofter counties?" It is suggested it is 40,000?—I am sorry I have not the figures here.

27,191. The Crofters' Commission Report 1884, page 108, is the authority for that?—I could not answer that.

27,192. "How many of these have made "applications for the fixing of 'Fair Rent'?"—From the Crofters' Report I could find the statistics fast enough, but I cannot answer it straight off.

Sir *John Llewelyn*—continued.

27,193. The answers are suggested here with the questions?—It is all in print, and published in the Reports.

27,194. "Can you state any benefits which "the Crofter Acts in Scotland have conferred "upon crofters except a revision of rents?" I think you have already told us there is improvement in the quality of houses?—Yes.

27,195. Any other?—I think security of tenure produces a certain contentment, and that goes for a good deal.

27,196. "Is it not the case that rents have "been sometimes increased and not reduced, "under these Acts, in Sutherland for in-"stance?"—There have been some cases, but very few. You could see at once in the statistics the very few cases in which they have been increased.

27,197. "As a set-off to security of tenure "and fair rent, are not crofters subjected, under "the Act of 1886, to a series of vexatious and "onerous restrictive conditions?"—I do not know what these are.

Mr. *Brynmor Jones.*

27,198. They are very ordinary conditions I should think?—Yes, I should think so.

Sir *John Llewelyn.*

27,199. "Do you consider it fair, that the crofters should be permitted 'as under the Act "of 1887' to withhold all payment of rent, "pending decision of their applications for fair "rent?"—Well, I think it is myself, but that is an individual opinion.

27,200. May I ask you a question upon that myself. I suppose that is the law?—Yes.

27,201. But how long, as a matter of fact, is it before a decision is arrived at before the Commissioners——

Mr. *Brynmor Jones.*

27,201A. Could that be answered in this way: has there been any complaint about delay?—Yes, there have been complaints of delay. A complaint came from the island of Skye not long ago, and we investigated it and inquired into the matter, and found, so far as I remember, how it was some stupid mistake of some intimation not being sent when it ought to have been sent.

27,202. I do not quite follow that question. Sub-section 5 of section 6 is, "In the proceedings "of such application," that is the application to fix a fair rent, "the Crofters' Commission "shall take into account," and so on. It is also provided by sub-section 4 "When an application "is lodged with the Crofters' Commission to fix "a fair rent, it shall be in the power of the "Crofters' Commission, either under the same "or under another application of the crofter, to "sist all proceedings for the removal of the "crofter in respect of non-payment." That seems to be the provision?—Have you the Act of 1887 there too?

27,203. No, I have not got that?—There you will see "Any crofter who has made or shall

Mr. *Brynmor Jones*—continued.

"make an application to the Crofters' Commission to fix a fair rent for his holding, and "against whom legal proceedings have been "taken for payment of rent, may apply under "the same, or any subsequent application, to the "Crofters Commission for an order prohibiting "the sale of the crofters' effects upon the said "holding, by virtue of any decree for payment "of such rent; and the Crofters' Commission, if "satisfied that such sale would have the effect "of defeating, in the case of such crofter, the "intention of the principal Act, may, upon such "terms as to payment of rent or otherwise as "they shall think fit, grant an order prohibiting "such sale till the application to fix a fair rent "has been finally determined."

27,204. If that is so, it would be very unfair to the landlords if the proceedings are delayed at all?—Yes.

27,205. No serious delays have come to your notice?—No.

Professor *Rhŷs.*

27,206. It has a remarkable reputation for celerity?—They have worked very hard.

27,207. And every formality calculated to cause delay is dispensed with?—That is so.

Sir *John Llewelyn.*

27,208. The next question put by Mr. Malcolm is, "Do you consider it fair that the landlords "should have been compelled to pay rates and "taxes upon the rents so withheld, and ulti- "mately wiped off, by the Commission?"—It is hard, certainly.

27,209. The next question is, "Is it not the "case that these Acts have completely dried up "all expenditure by landlords upon permanent "improvements or otherwise upon crofts?"—I am sure Sheriff Brand would deny that.

Professor *Rhŷs.*

27,210. I think, according to your previous answer, nothing used to be done by the landlord?—For the actual croft, nothing. I do not mean to say there was not a great deal of kindly feeling going on, and that has come out. The whole position of the landlord and tenant has very much changed. I do not know if it is altogether due to this Act. A Member of Parliament gave me an instance the other day. He was appealing to us to give some help to the fishermen of Shetland as regards some harbours there, and he said, "Remember things are "different to what they were very much. The "landlord used to be a sort of banker to the "fishermen, and when they had bad seasons "he used to give them money, but now the "fisherman has his rights and the landlord his "rights, and all that sort of thing has ceased."

Sir *John Llewelyn.*

27,211. These are questions put in by Mr. Vincent. "Are not rough farming and fishing "the only occupations open to men in the "crofting counties?"—Yes, except a good many are now employed in a certain time of the year with sporting tenants as gamekeepers, gillies, beaters, and that kind of thing.

27,212. "Would not the presence of quarries, "as in Carnarvon and Merioneth; of collieries, "as in Denbigh, Flint, Monmouth, Glamorgan, "and Carmarthen; and of works, make the "situation different?"—Of course it would.

27,213. "Referring to the Report of Lord "Napier's Commission, do we not find that the "history of land tenure in the Highlands and "islands is distinct and characteristic?"—Yes; the existence of the crofter scheme at all is distinctly characteristic.

Mr. *Brynmor Jones.*

27,214. Do you mean land tenure in Scotland has a totally different history from land tenure in Wales, or England, or Ireland?—No.

Mr. *Richard Jones.*

27,215. Are you in a position to speak as to Wales on the question?—No.

Mr. *Brynmor Jones.*

27,216. It strikes me as being very analogous to the agitation that took place in England, when the lords of the country affected to make the copyholders revert to their original position?—Yes.

Professor *Rhŷs.*

27,217. If I am not mistaken, it practically comes to this, the clan system has survived the longest?—Yes.

27,218. The present state of things is nearer to the clan system than in most other parts?—Than in most other parts of the British Islands.

27,219. Yes?—Yes, I think so.

27,220. Does the clan system exist at all else where?—I do not know that it does.

Sir *John Llewelyn.*

27,221. The next question by Mr. Vincent is "Was not the tribal idea alive, so to speak, in "Scotland, up to the middle of the last century?"—Undoubtedly. If you read Johnson's Tour in the Hebrides you will find that.

27,222. Then, "Was there not a system under "which the tacksmen, or large leaseholders, "held under the proprietors; and did not the "tacksmen sublet to the cultivators as sub- "tenants?"—The tacksmen were, as I understand, the sort of principal feudal dependents of the chief of the clan. There was one chief, The McLeod, for instance, and a number of the McLeod's in this place and that place, who were tacksmen under him, and who held from him, and paid him a more or less nominal rent.

27,223. "May I take it from you that land "hunger is, in itself, a bad and wasteful thing, "and that it fades before education?"—Yes, I think it is an unfortunate and wasteful thing; I have not any of it myself.

Sir *John Llewelyn*—continued.

27,224. "Does not the Report indicate a policy "pursued by proprietors in the past of deliber- "ately removing crofters to the sea-coast, where "they were able to make kelp?"—That policy undoubtedly existed, and that kelp industry is one that has disappeared.

Mr. *Seebohm.*

27,225. That was chiefly in Sutherlandshire, was it not?—Yes, and elsewhere in the Highlands, too, there was a good deal of it.

Sir *John Llewelyn.*

27,226. "Was not the policy a mistake, and "may not the condition of the crofters be taken "to be partly the result of that mistake?"—Certainly; there are large portions of Scotland where you see the signs of what were once inhabited tracks, farms, and so on, not only in the crofter counties, but elsewhere, where one knows there was a great deal of population, which was cleared out by the landlord on the notion that big farms paid better than small ones.

Mr. *Richard Jones.*

27,227. Do you see it in the counties of Caithness, Elgin and Morayshire?—Yes, I believe so. The 90th Regiment was raised in the Valley of the Tay; they would find a great deal of difficulty to raise a regiment there now.

Sir *John Llewelyn.*

27,228. Do you consider that policy was a mistake?—I do.

Professor *Rhŷs.*

27,229. That is a mere matter of history. Kelp or no kelp, it makes no difference to the practical question?—No.

Sir *John Llewelyn.*

27,230. The next question is this: "Do you "know on what principle rents are fixed by the "Commission, by which I mean, do you know "what theory of rent, if any, is acted on by "the Commission?"—I cannot answer that question.

27,231. There is another question by Mr. Vincent: "Speaking in general terms, do you "think that the compulsory reductions under "the Crofters Act have been greater than those "made in course of nature, so to speak, in "counties outside the operations of the Act?"—No, I dare say that they have not.

Mr. *Brynmor Jones.*

27,232. Have rents fallen in Scotland?—Oh, very largely indeed, over the whole of Scotland.

Professor *Rhŷs.*

27,233. This would be the kind of tenant least capable of getting a reduction, perhaps?—Yes, having this passion for the land he would give up a great deal sooner than leave the place altogether. He has no lease, and he would put up with a great deal.

Professor *Rhŷs*—continued.

27,234. So that the fact of the reduction not being greater than elsewhere, does not quite touch the vital point?—It does not quite touch the point whether these particular farms would have been reduced, if it had not been for the Commission.

Mr. *Richard Jones.*

27,235. Are you in a position to say that rents have been generally reduced to the extent of 30 per cent.?—I cannot say off-hand.

Sir *John Llewelyn.*

27,236. But the reduction of rents has been very general?—Yes.

27,237. Permanent reductions, not abatements?—No, reductions.

27,238. The following questions are put in by Mr. Owen Wynne:—"You said the Act did not "apply to crofters who held written leases; "does this refer to written agreements as well?"—I am not quite sure that I understand the difference between a lease and an agreement in a case like that.

Mr. *Brynmor Jones.*

The leases would be under seal; I suppose that is the distinction. The Act says "Any "person from the passing of the Act who is "tenant of a holding from year to year."

Mr. *Richard Jones.*

27,239. Are there written agreements?—No.

Sir *John Llewelyn.*

27,240. That disposes of it, I should think. The next question by Mr. Owen Wynne is: "Do not the clauses of this Crofters Act, in a "condensed and succint form, virtually com- "prise most, if not all, the clauses contained in "the usual agreements between landlord and "tenant in Wales?" I think you told me you did not know much about Wales?—Quite so.

27,241. The other questions refer to Wales, and therefore you cannot answer them?—Quite so.

Professor *Rhŷs.*

We might ask that as compared with the usual agreements between landlord and tenant in other parts of Scotland. Perhaps Sir Colin could answer that.

Sir *John Llewelyn.*

27,242. "Do not the clauses of this Crofter Act, "in a condensed and succinct form, virtually "comprise most, if not all, the clauses contained "in the usual agreements between landlord and "tenant in Wales?"—I should say not. For instance, all this question of bequests, which is a very important one, does not come in at all in the ordinary condition of landlord and tenant.

Mr. *Brynmor Jones.*

27,243. For instance, there is no condition here as to selling the crops off, and so on. I suppose in Scottish agreements, as well as in Welsh agreements, there are conditions about those matters.

Mr. *Richard Jones.*

27,244. I do not think any object would be gained by asking it with regard to the rest of Scotland, because I believe the English land system prevails in the rest of Scotland?—I believe it is universal in Scotland, outside the Highland line, to have regular written leases. I understand that in England there is a great deal of land held without any written agreement at all.

Sir *John Llewelyn.*

27,245. "You said Lady Mathieson never "went near Lewis now?"—No, I fancy she is heart-sick of the whole thing.

Sir *John Llewelyn*—continued.

27,246. "Do you think she has received any "encouragement to go there or reside there?" —No, I do not think she has, poor lady.

27,247. "May I ask if you have had a long "and familiar experience of the crofters of "Scotland, and of the working of the Crofters "Act?"—I cannot say I have.

27,248. Do you consider them a hardworking "and thrifty people?"—No, I do not. I wish they were.

Mr. *Brynmor Jones.*

27,249. There was some irritation felt among the crofters in reference to diverse charges made by the landlord for peat and so forth, was there not?—Yes, there was something of that sort, I really cannot quite remember now.

27,250. You do not hear now any complaint in reference to straw for thatching, or peat?—No, I have heard nothing of that sort.

Adjourned till to-morrow.

THIRTY-THIRD DAY.

6, Old Palace Yard, Westminster, 24th January, 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord Kenyon.
Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhŷs, M.A., LL.D.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederick Seebohm, LL.D., F.S.A.

Mr. T. E. Morris,
Acting as Assistant Secretary.

Sir Gardner Engleheart, C.B., called and examined.

Chairman.

27,251. You are, I believe, the Clerk of the Council of the Duchy of Lancaster?—I am.

27,252. You are good enough to come before us to give us some information about the Manor of Ogmore. Can you tell us anything about its extent or character?—The manor of Ogmore, in Glamorganshire, consists of two members, the upper and the lower lordship; one to the north of Bridgend, and the other to the south, about equi-distant perhaps, roughly speaking; and the centres of the two members are about 10 miles from one another. The manors have been in lease continuously from Charles I. time and before, up to 1869, when the last lease, the Dunraven lease, fell in, and we declined to renew it. The customs of both members of the manor are almost identical, varying only in some respects in the extent of common rights. In the upper lordship there are no copyholds, but in the lower lordship there are a good many, and the tenure is Borough-English. In the upper lordship there are no mesne manors; in the lower lordship there are several; I think, if you will allow me to show you this Ordnance map, it will conduce to a clearer explanation of the thing. The lower lordship is bounded on the south by the sea, and on the west or north-west by the river Ogmore, which runs up to Bridgend. It is bounded on the north by the river Ewenny, which flows into the Ogmore, and then it follows, after it leaves the Ewenny, this course of the blue line, which is, in fact, derived from the surveys, and enters the sea again down *there* by your hand. So that the manor is very clearly defined by natural boundaries on three sides. The part coloured pink represents the mesne manors, of which there are several, some held of the manor, and some held as of the manor, there being a distinction between the two; some owe suit service and rent, and some owe nothing. The area with which we are dealing, therefore, will exclude these mesne manors entirely, and also exclude Wick. Wick is a parish of its own, and it is held with St. Bride's. And I exclude that, partly because Mr. Verity excluded it, and it is desirable to keep to the same area, and partly because its exclusion happens to be right. Wick does not inter-common with the other members of the manor. There are no rights of common in question *here* at all. Wick is excluded, and these mesne manors are excluded. Properly speaking, I also ought to exclude Dunraven, but I am not quite sure of the boundaries of the manor, therefore I have not excluded it. It only contains one or two families, and is enumerated in the census with St. Bride's Major. I may tell you there are outlying parts "detached," as they are called on the Ordnance map of St. Bride's, which are not dealt with, inasmuch as they represent the mesne manor of Lampha, therefore we are dealing with all this encircled by the blue line, minus Wick.

Chairman—continued.

27,253. You have put in a map which illustrates the lower lordships, and which is situate in the parish of St. Bride's Major. Can you give us any idea of the area of the commons in the lower lordships, and to what extent they have been diminished?—Will you allow me to put in the other maps first and the surveys, because the survey is the foundation of it all.

27,254. Yes, if you please?—There are a great many surveys—five or six surveys. There is a survey or rental of Henry VI. time. There is a survey of James. There is a survey of Lord Pembroke himself, who was then lessee of the manor in 1631. There is a survey, which I think has been already before you, of Charles, 1637, and there is a Parliamentary Survey of 1650. I may say in passing, I see a witness has stated that the survey of 1637 was sanctioned by Parliament; that is, of course, entirely a mistake. The Parliamentary Survey was in pursuance of a Commission issued by Parliament, in just the same way as the Caroline Survey was in pursuance of a Commission issued by King Charles. One in no respect confirms the other; in fact, the survey of Charles was much fuller than that of the Parliament in 1650. You have *that* before you. I have a map here of 1830, made in pursuance of directions from the Duchy Office, and directed to Mr. Lewis, who was then a well known surveyor in Bridgend, directing him to survey the commons of Ogmore, including

Chairman—continued.

the lower lordship. He made a very accurate survey, in which he marked all the encroachments. It is in two parts, and the date is 1830.

Mr. *Seebohm.*

27,255. Which is the main Down?—Ogmore is the large main Down. Then, besides those maps, we get the Ordnance, which of course brings it up to date. We get *this* map of 1830—60 years ago—and besides those we have some curious old maps, one of which is merely a curiosity, and the other will be of use. That is a very curious affair. (*Producing an old map.*)

27,256. I think we saw one very much like that at Cardiff?—It is practically useless. No doubt these things on the map are portraits, these churches, and they are beautifully done. They all differ *inter se.*

Lord *Kenyon.*

27,257. Have you any idea what date this is?—At the Record Office they suppose this is to be in the time of Edward VI.(?) at all events, it is anterior to the other one.

Mr. *Seebohm.*

27,258. Are all the little villages extant, or have they gone?—No, I do not think they are among the wrecked. *This* map is supposed to be in Elizabeth's time, and it appeals at once to the eye. You are enclosed *here* still by the rivers. *Here* is the Ogmore and Ewenny, and *this* is the River Alun which separates these mesne manors from the rest of the manor. So that it is clearly defined on three sides. Wick is put unduly large with its common. All the three roads are exactly on *this* as they were on *that.* You will see how the commons run into the land like bays and indents. These finger shapes are all indicated *here,* although of course roughly. *Here* is St. Bride's. *This* represents the desmesne lands, which I ought to say were sold, the whole of them, by Charles I., the year after that survey in 1637 or 1638, so that at present we have nothing whatever, not a rood of land; we have nothing but the common rights, and such encroachments as are held of us by persons who have given acknowledgment. I may say we have been battling with these encroachers the last 20 years, and we have succeeded in getting a certain number back, and an acknowledgment for a certain number of others. We are at the present bringing actions against two or three encroachers, which I have no doubt will be successful. These are the three periods that we have: this map 250 years before the present Ordnance, and that intermediary map of 1830.

Chairman.

27,259. Now perhaps you will be able to tell us the area of the commons on the lower lordship, and to what extent they have been diminished?—The area of the commons on the lower lordship by the present Ordnance is about 1,030 acres. But Mr. Verity, to whose evidence I am obliged to refer, says that they were formerly 1,000 acres more. I should like to be allowed to say *in limine,* I shall have occasion to reflect

Chairman—continued.

rather severely upon this gentleman's evidence, and I should like it to be understood, that I make no reflection upon his *bonâ fides.* I believe in what he stated he believed himself to be stating it correctly, and he had the good of his neighbours and the locality at heart. He makes an astounding statement at Question No. 25,171.

27,260. You wish particularly to call attention to this?—Yes. Mr. Verity states that the commons were formerly 1,000 acres more; that is to say, they were double the size they are now. I have puzzled myself long to try and find out how he could have been led into such a mistake as that, and I have come to the conclusion that one blunder generated another. He goes on to say that the commons were composed of the following Downs:—Old Castle Down, Fleming Down, Ogmore Down, Lady Down, North Down, Butler's Down, Downraven, and Seaton. Then he goes on to add Rawling's Wood and King's Wood; and subsequently he adds Southern Down. Then he says all but the first four have vanished. Now they certainly have not vanished, because they never had any existence as commons. The Lady Down, Southern Down, and Butler's Down were all abuttals. They are used as abuttals in describing Ogmore Down. They are all shown *here* on the map. *Here* is Norton Down still; the name lingers as Norton; Butler's Down I cannot find any trace of, but I have ascertained it was *there.*

Mr. *Seebohm.*

27,261. What do you mean by abuttals?—You will find in the survey the Ogmore Down is defined on the east or the south as abutting upon Lady Down, North Down, and Butler's Down. These downs are used as we might use, say, *this river* Ogmore, and say that Ogmore Down abuts upon the Ogmore or upon the Kymney. Well, Dunraven was a mesne manor. Seaton was not a common at all, it was a vill, and you will find it in that old map. Rawling's Wood and King's Wood were not commons; you will not find them mentioned in any of the surveys as commons. So that out of the eleven which he mentions—Southern Down was also a vill—and with Southern Down, the 12 which he mentions, all except four had no existence as commons, and therefore could not have vanished as commons. The commons that we have to deal with, and which they had to deal with in 1830, and in that old map of Elizabeth consisted of four, and the Commissioners will be good enough to get those four names into their minds.

27,262. Will you give them again?—I will point them out. Ogmore Down, which is all *this* upper part; Old Castle, which is *that;* and Fleming Down, lying between the two, and the Kymney, which is a track lying all along the seashore. I should point out that of those four only three are mentioned here. For some reason or other they appear to have left out the Kymney; I cannot tell you why.

Mr. *Brynmor Jones.*

27,263. Kymney is a bit near the sea?—Yes, skirting the sea, and a very beautiful bit it is.

27,264. Some of the Commissioners drove along there?—Then besides those four commons there are what the survey has called splots, which are small pieces; Old Castle Cliff, which is down there; small pieces of four or five acres, which are just mentioned in the survey. Well, I have taken a great deal of trouble to ascertain the changes which have taken place in the commons since 1830. I will take that first if you will allow me.

Chairman.

27,265. May I ask you this question first. Do you say that, according to your old maps, Lady Down, North Down, Butler's Down, Downraven; and a portion of Sea Down or Seaton, as it is called, were never commons at all?—When I say never, I do not mean if you go back to 600 or 700 years ago; but never within the time of any maps which you have upon the table.

Lord *Kenyon.*

27,266. Never within the last 250 years?—300 years certainly.

Professor *Rhŷs.*

27,267. There is no evidence of their having been commons?—No.

Mr. *Seebohm.*

27,268. Take Llangeinor?—That is in the upper lordship. I think I said there are no mesne manors in the upper lordship at all.

27,269. Does it belong to the Duchy of Lancaster?—Yes, the upper lordship is the northern member of the manor; but there are no mesne manors in it as there are in the south member.

27,270. Were there not commons belonging to it?—Yes.

27,271. I do not quite see why they do not come under your view to-day?—For this reason, I was given to understand that the south lordship was the only part of the manor that was within your view, that was the only part dealt with before.

27,272. It is not included in Mr. Verity's evidence?—Not at all, but I shall be happy to answer any questions about the northern lordship.

Chairman.

27,273. I am sorry to have interrupted you. Will you go on with your evidence?—I think I was saying that I have taken a great deal of trouble to harmonise, if possible, those two periods, the present time and Mr. Lewis's map of 63 years ago; and I may say that they are in complete harmony. Mr. Lewis measured the commons; he measured the roads; and he measured the encroachments of his day, and those all totalled up together come to 1,035 acres. The acreage given by the ordnance is 1,030. That difference of five, or it may be six acres, represents actually the approximate measurement of the encroachments since Mr. Lewis's time. Most of these encroachments, you will kindly remember, are small filchings, of a perch here and a perch there; a man extends his garden, puts out his wall a little further into the common, and so on; but in the aggregate we cannot take more than from five to six acres since Mr. Lewis's time.

Chairman—continued.

Mr. *Seebohm.*

27,274. What was the date of Mr. Lewis's time?—1830. Well, those two harmonise completely. Under ordinary circumstances I should have been content to have left it there, and not to have gone back to remote ages; but, inasmuch as I wish to account for those 1,000 acres, if possible, that are said to have drifted away, I must refer, of course, to that old map of Elizabeth's time, 300 years ago. I think the Commissioners will see by the eye how closely they tally one with the other. But we are not compelled to rest merely upon ocular evidence. This old map contains the acreage of each common, Oldcastle, Ogmore, Fleming; they are all measured there. They are in the Glamorganshire acre, and when reduced into statute acreage I confess they do not quite come up to the present acreage. But the unfortunate part of it is, that they are less than the present acreage, and they are less by about 40 acres. I think that may very likely arise from many reasons. I believe the old mensuration did not include hedges, ditches, and roads. Of course, there is no question of hedges and ditches here, it is all common. The roads are very numerous; the roads are about 20 acres, and it is possible they may have been left out. There might be also something attributable to the measurements of those days; you could hardly suppose that a measurement 300 years ago would be so accurate as a measurement in the present day would be. However, there is the fact that it comes to 40 acres, about, less than the Ordnance measurement. That is not more; it is something less.

27,275. Will you kindly explain the Glamorganshire acre?—I understand that every perch consists of 36 square yards instead of 30¼, and that the acre is as 5,760 square yards to the statute acre of 4,840. Then I get the acreage into complete harmony between the two later periods; I wish I could find the other acres. You will see by that, that the commons have grown since that old map rather than diminished.

Mr. *Grove.*

27,276. I suppose there are no records to show that that was actual measurement. It was not taken from anything prior to that, do you suppose?—I have no evidence except the thing itself. Then, perhaps, I should say that Mr. Lewis in his survey ascertains that at that date, 1830, the encroachments, which he took up to the last 60 years before his day, consisted of about 9 acres; and the encroachments since his day consist of 5 acres or 6 acres; so that you get an ascertained encroachment area of some 15 acres in the last 100 years, many of which we have got back and are getting back. That is not a bad record, I think, for a large common in 100 years, you may say 300 years.

Chairman.

27,277. Can you tell us at all to what extent the population of the parish of St. Bride's Major has been diminished, and the cause of such diminution?—Well, I have no doubt it has been diminished. I dare say most of the members of the Commission have read that very interesting report of the Registrar-General just out. He speaks there, amongst many other most interesting topics, of the depopulation of the rural districts, and he says that it is in Wales where this depopulation is most noticeable, and he gives a tabulation of eight counties, out of the 12 Welsh counties, in which the population has diminished by per-centages varying from 11½ to 3 per cent.

Mr. *Seebohm.*

27,278. Within what period, please?—I think he speaks of it in the last decennial period. Well, Glamorganshire is not one of those eight. On the contrary, the population of Glamorganshire seems to have enormously increased, and at this moment it is within 100,000 of the whole of the population of the rest of the principality. But the cause which led to the shifting of the population, owing to the enormous development of minerals in Wales in the last 50 years, has acted very strongly upon Glamorganshire. I suppose there is no county—certainly no county in Wales, and hardly any county in England, with the exception perhaps of Yorkshire and Durham—where the coal interest has developed so enormously as in Glamorganshire. And the same causes, which depopulated the rural population in the other counties, have acted very strongly upon the rural population of Glamorganshire, forcing them to find more lucrative employment, to leave their few sheep in the wilderness, and to go where they could find better wages and more constant employment. It is curious that in this very manor of Ogmore, in the upper lordship of Llangeinor, in 30 years, from 1861 to 1891, the population has increased from 363 to 8,000.

Then there are, of course, the large towns. Bridgend has increased one-third in the last 20 years; Cardiff has increased enormously; Swansea has increased; and it is no wonder that the people of Ogmore should have migrated elsewhere, in common with so large a portion of the rural population in Wales. But after all, what is this depopulation of Ogmore? Unfortunately I am not able to give you the results of the census of 1881 and 1891, that is to say, not with any precision, and for this reason; I have made inquiries at the Registrar-General's office; the Registrar-General was good enough to come to me, and he told me that since 1871, Lampha, which I think I mentioned, represented the detached portions of the parish of St. Bride's, is no longer enumerated with St. Bride's, and, therefore, a certain population is cut off from the subsequent census of 1881 and 1891, but, taking the four censuses of 1841, 1851, 1861, and 1871, the population of Ogmore has diminished four per cent. I am not anxious to insist that the population of Ogmore has not

Mr. *Seebohm*—continued.

decreased; I should be very much surprised if it had not, but I say that, taking the official figures from 1841 to 1871, the population has diminished four per cent. The 1891 population, so far as we can ascertain it under the circumstances which I have mentioned, a portion of it being cut off, is 621 persons, as compared with 766 in 1871. That, of course, brings the diminution to a much higher per-centage, but there does not seem to have been this extreme depopulation, which the witness speaks of, as to it being a sort of deserted village.

Perhaps the Commission would be interested in knowing that this district of Ogmore has seen a great many vicissitudes and fluctuations of population. Before Henry the Sixth's time the population of Ogmore was larger than it was in the beginning of this century. Probably I am understating it, because before Henry the Sixth's time the number of houses in Ogmore and St. Bride's was larger than it has ever been in this century. The reason, I believe, is this: the first survey which I speak of, of Henry the Sixth's time, gives the number of houses, and it gives them as 97, and then it adds that there are 69 other houses which are in decay; that is the expression which is used, the lord cannot find tenants for them. The lands given as occupied are 457 acres, and the lands not occupied and in decay are 590 acres. I believe that state of things was owing to its not having recovered from the effects of Owen Glyndwr's insurrection, in Henry the Fourth's time. I suppose that country felt the effects of that insurrection very much, and these houses and these lands went out of occupation and cultivation in consequence, and have never been restored. I may say, it was at that time that the castle of Ogmore was destroyed, the castle which we are rather called upon to account for not having kept in repair. But that is interesting as showing that the population of Ogmore has been larger than it ever was in this century, and I hope it will be much larger again.

27,279. Taking five persons to a house, you would have about 120 houses now?—Well, I did not venture to take so many. I thought three or four to a house; I think would bring up the population higher than it is now.

27,280. Yes. I was dividing 621, which was the population in 1891, by five, and it gives us about 120 against the 97 houses which were in good repair?—Yes, in good repair, but the fact of there being others out of repair showed that they were at one time occupied.

Chairman.

27,281. Sir Gardner, there is a statement made by Mr. Verity, that 45 years ago there were 32 commoners. That is page 1,260, question 25,172. He says, "forty-five years "ago, when there were 32 commoners, some of "them kept something like about 30, and some "of them 60, and some 80 and 100, up to 150 "sheep on the common." Have you any reason to doubt that statement?—Not the slightest.

Chairman—continued.

27,282. Then is there any doubt as regards this statement: "At the present time there only "remain two, and they are only of very recent "creation, and one has got 15 and the other 22 "sheep on the Down?"—I have not the slightest materials, but that depends, does it not, on the right of commoning and the mode of commoning?

27,283. Yes, I was just going to ask you that. The witness goes on to say, that the reason why these men have disappeared was, because, after the farmers commenced to take over the ground, the small cottagers had to go away?—Yes, in fact the loss of population seems to be partly attributed by this witness to the inability of the small people to common their sheep. Now as to the commoning. You will bear in mind that there are those four commons, the Ogmore Down, the Old Castle, the Fleming, and Kymney, and and that the right of common is without stint, and is vested in all the tenants and residents, so that if I went down to Ogmore to-morrow, and took a house and resided there, I could turn out 1,000 sheep the next day. But all the residents in the place had not the right of commoning on all the commons. The Ogmore Down was commoned by St. Bride's and Southern Down. Old Castle was commoned by Old Castle and St. Bride's. Fleming and Kymney were commoned by St. Bride's and Southern Down. So that you see St. Bride's had the right of commoning on three; Southern Down had the right of commoning on two, and Old Castle had the right of commoning on one. So that if a man who lived in Southern Down commoned upon Old Castle, he was a trespasser. I have no doubt that it is very much as stated, that large flock owners, who are called, I believe, brinkers, have ousted the smaller men. It is the first time we have ever heard of it. 22 years I have been in the Duchy, and I have not had any complaint; the Duchy has not received any complaint by the small people, and the stewards have never received any complaint. But I have very little doubt about the fact. I am afraid it is human nature, and one laments it extremely, that the poor people should be ousted by their wealthier neighbours. I think the cause is not far to seek. The fault lies with the manorial usage of commoning without stint. No question arises of surcharging, which is the technical expression for putting on a common more than you are entitled to put on it, because you are entitled to put on it anything you like. The second reason, I think, is the practice which I believe is called *Arosfa* in Wales, of appropriating portions of common to your particular flock. I believe I am right that that is the expression—is it not *Arosfa*?

Mr. *Brynmor Jones.*

27,284. Yes, we have heard the expression several times in the Law Courts?—Mr. Verity, I see, says at Question 25,175, that "the other "parts of the down are all allotted out to "different farmers around, and it is impossible "for the cottagers to keep anything there; "they drive them off; they persecute and "drive them from one flock to the other." Now, it may be so, but all I can say is that in the upper lordship of Llangeinor, where there are large commons, it is considered rather a neighbourly act, if A. finds B.'s sheep trespassing on his *Arosfa*, to drive them off back again, anywhere, at all events out of the *Arosfa*, and if all do that, then the sheep, at once, get into their proper *locale*. But I have no doubt that these two things combined, the custom of commoning without stint and the custom of *Arosfa*, have tended very much to produce the result that Mr. Verity speaks of, and deprecates very properly. But that is not the fault of the Duchy. I want to impress that upon the Commission.

Chairman.

27,285. Who allots out all the other parts of the down except the two little flocks mentioned, and who renders it impossible for the cottagers to keep anything there. Is that with the sanction of the Duchy, or do they arrange that amongst themselves?—The Duchy has nothing whatever to do with it; they cannot have, no one can, for the simple reason that the common is without stint. I have a right to turn out as many sheep as I like. I suppose I could put out 10,000 sheep, if I could get them. Therefore, no one has a right to say, "You have got too "many sheep, you must take half of them "away."

27,286. That being so, is it not an illegal act to allot the different parts of the down to the different farmers, if there is commonage without stint?—Yes.

27,287. Would it not be an illegal act for the farmers to part and parcel out different parts?—No doubt, perfectly illegal, entirely illegal.

27,288. Is that done with the knowledge of the Duchy?—No, the Duchy cannot interfere; the Duchy have no right to interfere. No doubt it is illegal in the sense that it cannot be supported by law, in that respect it is illegal; but I understand it is a Welsh custom, a Welsh habit, I will not say a custom, because that trenches upon the manorial word. It is a Welsh habit. I am under correction if it is not so.

Mr. *Brynmor Jones.*

27,289. There is no illegality in the custom as such, if every person who has a right of common is willing to acquiesce in the arrangement and in the apportionment of divers parts of the waste?—No doubt.

27,290. All that has appeared in cases that have come under my notice at the Glamorganshire Assize Courts, and in the case that went to the House of Lords the other day, is that there does appear to be a kind of implied custom among the farmers who have got farms round a waste mountain, say, to confine their sheep and their cattle to certain definite portions, which from time immemorial are pretty well understood?—Yes.

27,291. That is somewhat the way in which the custom has been stated?—Yes.

Mr. *Brynmor Jones*—continued.

27,292. But there has been no evidence, so far as I have come across, of any definite agreement between definite persons to that effect?—It is a mere matter of convenience.

27,293. It seems, as I understand it, that when a man takes a farm in Glamorganshire, and he has a right of common or adjoining common, that he is told by the outgoing tenant, "This is your *Arosfa*?"—Yes.

27,294. "You will see your stones there, and "you will keep your sheep within those stones, "otherwise you will get into trouble with the "next farmer, if you let them stray over?"—Yes.

27,295. But what the origin of that custom is I have never heard explained?—There is no doubt it is a matter of convenience. It is a matter of great convenience to big people, but a matter of extreme inconvenience to small ones.

Mr. *Seebohm.*

Would it be possible for the two customs to exist together, the custom of putting on without stint and the *Arosfa*?

Professor *Rhŷs.*

That is what I cannot follow.

Chairman.

Then if you look at Question 25,228, I understand there is no reason to doubt the following statement of Mr. Verity, made in reply to Mr. S. H. Stockwood, that the farmers "have allotted "the common amongst themselves, and the "cottagers cannot complain, because there is no "leet court for them to complain to. That is "the only place, where they can vent their "feelings and their grievances, and you cannot "vent a grievance unless you have a place to "vent it."

Mr. *Brynmor Jones.*

27,296. Before Sir Gardner answers that question, might I say that Mr. Verity supplemented this part of his evidence when a quorum of the Commissioners went down to inspect the *locus in quo*. Mr. Verity supplemented his evidence by telling us how this custom or arrangement, whatever it was, worked. A small cottager, say, put five sheep, but wherever he put them he was practically told by the big farmers around, "That is my *Arosfa*." So that his sheep wandered about the common, and always came to some land or other which had been allotted, impliedly or expressly, to the big farmers themselves. That is, no doubt, what the grievance was?—I have no doubt that was the grievance.

27,297. In the case of Marsh *v.* Bailey, which, I think, I pointed out to Mr. Seebohm, there does not appear to have been any evidence as to the exact time at which this custom arose. It is quite possible that the theory is correct, as to the custom having existed before the English laws were applied in Glamorganshire and other parts of Wales?—What I want the Commission to understand is this, that the Duchy has no more power to interfere and correct that grievance than any one of you gentlemen personally has power to do so. There is no power whatever.

Mr. *Brynmor Jones*—continued.

Chairman.

27,298. But I understand that there is no doubt, from your answer, that that grievance does exist?—I cannot say personally whether it does or does not. I am quite willing to take Mr. Verity's statement that it does. I think it is very likely.

27,299. Mr. Verity says, in answer to Mr. S. H. Stockwood, at Question 25,228, that the farmers "have allotted it themselves." Then he is asked, at Question 25,229, "Have the cot-"tagers ever complained of the farmers' "monopoly to the Duchy?—(*A.*) They cannot "complain, because there is no Leet Court for "them to complain to."?—That introduces the question of courts.

Mr. *Grove.*

27,300. But could not they make a written complaint to you without stopping to go before the court?—No doubt they might make a written complaint to us. I am afraid, the only answer they could receive, would be a polite intimation that we could not do anything.

27,301. As a matter of fact, have they ever done so, do you know?—No, never.

Chairman.

27,302. Now, with regard to the Manor Courts?—This gentleman says in passing, and says in several cases, that the Manor Courts have not been held; he says the Leet Courts have not been held. I may say at once the Leet Court has nothing whatever to do with the matter. I suppose the only reason why the Leet Court is introduced so prominently is that the ancient glories of the Leet Court, which are now entirely departed, so overshadowed all the other courts, customary and baron, that it stands for them all. But otherwise, the Leet Court *per se* has nothing whatever to do with this matter. The Leet Court is, of course, as it is well known, a criminal court—a court of criminal jurisdiction, and a court which takes cognizance of public nuisances and public damages—*nocumentum commune* is the expression used, and it is laid down in the books—you may see it everywhere—it is laid down in Comyn and Kitchin that a Leet Court cannot take cognizance of surcharging the common, surcharging being, as I have said just now, a technical expression for putting more sheep on to a common than you are entitled to. But perhaps it is not necessary to go into the question of a Leet Court, inasmuch as all the courts are held together, Court Leet, Court Baron, and Customary Court, so that somehow or other you get the right court.

Mr. *Brynmor Jones.*

27,303. Do you say that the Leet Court could not have dealt with trespasses—with the actual driving away of cattle—by an organised combi-

Mr. *Brynmor Jones*—continued.

nation of some of the tenants ?—No doubt they could have dealt with violence, because then unquestionably would come in the criminal part of it, but even then I should have thought it is much easier to go to the nearest police court.

27,304. The offence of surcharging the common simply means the actual fact of placing more cattle on the common than you have a right to ?—Yes, quite so.

27,305. Where there is pasturage without stint, you can hardly have that offence ?—Quite so.

27,306. But the court could take cognizance of a case in which, we will say, two or three large farmers were drawing away the cattle of the small commoners, under this pretext of the custom of *Arosfa* ?—Surely that would only be actionable unless violence was actually used.

27,307. I am assuming actual violence—actual trespass ?—Violence, no doubt, would be dealt with, but that is not the point which Mr. Verity takes.

27,308. No, I am obliged to you. Since you promised to come here in December, I have looked into the statement, and I think I may say you are quite accurate in every way ?—Then Mr. Verity says that we hold the courts anywhere, and that we hold them at Bridgend.

Mr. *Seebohm.*

27,309. What you say about the Leet Court does not apply to the Court Baron ?—Oh, no. He says in one of his statements that we hold the court at Bridgend, out of the manor.

Lord *Kenyon.*

27,310. At Questions 25,225 and 25,226 ?—No court has ever been held at Bridgend; no Leet, Baron, nor Customary Court has ever been held at Bridgend.

Mr. *Brynmor Jones.*

27,311. Mr. Seebohm asked him: "So that "the manor court is at Bridgend ?—(*A.*) Yes; "the steward lives here now. (*Q.*) Is there a "Court Leet held there now—that is, in "Bridgend ?—(*A.*) No, nothing of the kind; it "would not be legal ?"—Yes, but he says, in another part, that the court was held at Bridgend.

Mr. *Brynmor Jones.*

Not the Court Leet.

Lord *Kenyon.*

He says they are not held in the proper place.

Mr. *Brynmor Jones.*

27,312. His point was that they ought to have been held at Ogmore Castle ?—Yes. I will come to that directly. I will just take Bridgend first. No court has ever been held at Bridgend of any sort or kind, though, of course, subsequent to the Copyhold Act, the 4th and 5th of the Queen, the Ogmore steward has done what all stewards do elsewhere, that is, they take acts of court, surrenders, admittances, and so on, at their own office. That they are entitled to do by that Act of 4 & 5 of the Queen, but that is not holding a court. Then it is said that the court ought to have been held at Ogmore Castle, and nowhere else, according to the survey. Well, the survey of 1637 does not say anything of the sort. It says that the accounts of the accountants to the King shall be passed at Ogmore Castle and nowhere else, and that was in relief of the accountants, in order not to put them to the trouble and expense of coming up to the Duchy Court in London.

Mr. *Brynmor Jones*—continued.

Mr. *Seebohm.*

27,313. That is quite correct. I have noticed that ?—That is a matter entirely, of course, for the accountants of the King himself, or for the accountants of the lord and the lord himself, but it does not say that the courts are to be held at Ogmore Castle and nowhere else. The castle of Ogmore has been in ruins ever since Henry the Fourth's time, and to suppose that we were bound to rebuild the castle, in order to hold the court there, is quite ludicrous.

Mr. *Brynmor Jones.*

27,314. But there was a house pointed out to us close by, the Exchequer House, which appeared to be a much more modern building than the castle, but which now, like the castle, is in ruins ?—It is now in ruins. You can find from the books that the King can hold the Leet Court where he likes within the leet district. Of course, the leet district need not be confined to the manor, there can be a much larger district for the Court Leet than for the Court Baron, but the lord may hold his court wherever he chooses within the seigniory. Impliedly, so far as one can see, it is suggested that the courts have not been held at all, neither in Bridgend, nor in Ogmore, nor anywhere. I have here a statement of the courts which have been held since 1812.

Mr. *Seebohm.*

27,315. The Courts Leet or the Courts Baron ?—I will answer your question by reading what the heading of it is. The steward has sent a copy of the presentments made, and in sending the presentments he has put in the margin the courts, and they are all headed in this way: "Special presentments made at courts held for "the manor of Ogmore since the year 1793, "prior to which date there are no Court Rolls "in the possession of the steward; there are no "special presentments at any court earlier than "1812, each court being headed, 'Court Leet "'with a view of Frank Pledge Court Baron "'and Customary Court.'" Then from 1812 he gives all the courts, and since 1812 there have been 129 courts held, and this gentleman, Mr. Verity, who speaks for 45 years, might have had the opportunity, had he liked, of attending 57 of those courts.

Mr. *Brynmor Jones.*

27,316. What place is mentioned ? Where were the courts held ?—The courts were held in St. Bride's Village, Ogmore Village; then there is a long string of ditto, ditto, ditto,—in fact, they are mostly at Ogmore Village; sometimes at St. Bride's, and sometimes at Mr. Butler's

Mr. *Brynmor Jones*—continued.

house, which I believe is at that very Butler's Down which I was mentioning just now. There are some rather curious presentments among these. I thought you would like to see them, perhaps. (*The witness handed in a copy of the presentments.* (*See Appendix.*)

27,317. I daresay, Sir Gardner, you would allow us to have a copy of this so as to have it printed?—I had that copy made for you. You will see in those presentments there are several that refer to the common. There is one on the 25th of April 1836: "It was presented that "the commons of the manor has been irregularly "overstocked, and that a number of scabby and "diseased sheep are allowed to be on the said "commons, and we request the steward to direct "the haywards of the manor to impound all "such sheep after next shearing time, and they "be not released until payment of 2*s.* 6*d.* a head, "and that in future the owners of all sheep sent "to the commons be requested to mark them "with letters of 4 inches long." That presentment may have been made at the Court Leet, or may have been made at the Customary Court, the Court Baron, but, anyhow, I think that that probably belonged to the Leet, because it was a public nuisance; it was almost a statutory nuisance. There is an old Act of Henry VIII. making it penal to put out scabby horses upon the common, and this was *pari materie* with scabby sheep, and there is no doubt these sheep would injure not only the sheep of other individual commoners, but might also injure other animals that came in contact with them, when they were being driven to and from the common. That was really a public nuisance. They say "overstocking," you notice, not "surcharging." Then there is another presentment on the 19th of April 1841: "That the haywards of this manor im-"pound the sheep, horses, and cattle of all "persons not occupying any lands within the "manor." That was public intrusion—they had not any right to common there at all. It was an invasion of the territory by strangers. There is one on 13th of October 1851, which is interesting: "That Michael Spencer has about 150 "sheep on the common of this manor, and that "he has no right to depasture on the common, "and that the hayward do give him 14 days "notice to remove the said sheep therefrom." Evidently he is not mentioned as a stranger; he is a resident in the manor, but he is evidently one of those people who, having a right to pasture on one common, has taken leave to pasture upon another and therefore he is to be removed. Then the last, I will notice, is the 7th October. 1861: "That certain persons having sheep on "the Ogmore Down marked in a manner and "according to the custom of the manor, and that "authority is given to the hayward to collect "the sheep together, and ascertain if such be "the case, and such sheep as have two marks to "be disposed of by the owners at once, or not "allowed to graze the common in case of non-"compliance." I suppose that all the sheep were ear-marked, whence comes our legal term of "ear-marking," and I imagine that the ear-marks had something to do with the *Arosfa*, and that some persons improperly marked their sheep with two *Arosfas*, so that they might have a better chance of feeding; but that is as it may be. Those are interesting.

Mr. *Brynmor Jones*—continued.

Mr. *Grove.*

27,318. I should like to ask a question at this point. As to the court, what constitutes a court, is any previous notice given, or are courts held on certain given days?—I believe they ought to be held on certain given days, but notice is also given. The steward issues his precept to the bailiff or reeve, or whoever he may be. I believe it used to be 15 days' notice, or seven days' notice, I believe, has been held to be good, and I believe it is generally affixed to the church door.

27,319. Because if you look at Question 25,235, on page 1,263, you will see that Mr. Verity says that informal courts have been held. Does he mean informal; because of the proper notice not having been given?—I think if you will look at the next question you will find your point is answered. He is asked: "Do you call "them informal because they are not held in "Ogmore Castle?" And the answer is, "They "are not held in the proper place."

27,320. Yes, but if you will take the first question you will see he says that one of them was held three years ago for the purpose of enabling the volunteers to use the Down for encamping, so he seems to have acknowledged that a court was held three years before?—Yes, to that extent he acknowledges the existence of the court, but the other 56 courts, which he might have attended, he seems to have ignored.

27,321. That is what appears rather strange, because, evidently, he had taken some degree of interest in these questions for a great many years past. It seems so strange that if the courts had been properly notified, he did not know of them. That is just what occurs to one's mind?—It is very strange indeed, I think.

Mr. *Brynmor Jones.*

He does not deny that any courts were held. I rather think that Mr. Verity perfectly knew that the steward of the manor was holding courts at St. Bride's. I think he says so somewhere. At Question 25,219, Mr. Seebohm's question, he is asked, "Now can you tell me "what has become of the Court Leets?—(*A.*) "As to the Court Leets, the only legal one that "has been held was held about 16 years ago, I "understand, in Ogmore. The others were "informal ones, which were held in St. Bride's, "which is not right; according to the survey, "they are to be held in Ogmore Castle only."

Lord *Kenyon.*

27,322. You deny that the survey states that, do you not, Sir Gardner. You said just now the survey did not state they were to be held in Ogmore Castle?—And not elsewhere,—I deny that. The survey states that they are to be held at the Court House of Ogmore, and the lord may hold the courts wherever he likes within his seigniory.

Mr. *Grove.*

27,323. Then we gather that a notice must be given of the court; it may be on an uncertain day; it is not on a fixed day always?—I believe not.

27,324. And that it is to be affixed to the church door?—I believe so.

27,325. That constitutes a legal notice of the court?—I believe so.

27,326. Then who presides at the court, the steward?—The steward is the judge of the Court Leet, the steward is the judge of the Customary Court, and the freeholders are the judges of the Court Baron.

Mr. *Seebohm.*

27,327. St. Bride's Major is not very far from St. Bride's Minor, is it?—St. Bride's Minor is a long way, St. Bride's Minor is near the upper lordship.

27,328. Then St. Bride's Major is really in the middle of this Ogmore district?—Yes.

Mr. *Brynmor Jones.*

27,329. So far as you know, the steward of the manor has kept these courts properly in accordance with the customary rules and the statutory rules?—There is the return.

27,330. It does not say anything about the notices, and so on?—No, but surely *omnia præsumuntur.*

26,331. That is what I am putting to you?—Yes.

Mr. *Griffiths.*

27,332. According to this there have been no courts held since 1889?—No, but we were not aware of that, and he has been instructed to hold courts regularly every year now.

Professor *Rhŷs.*

27,333. How long ago was the instruction given, lately?—Lately as soon as I got that return up. We were not aware that it had not been held. The courts are not of the same importance that they were in former days.

Mr. *Grove.*

27,334. But still, I presume that when a steward holds a court he makes an official return to you that the court has been held?—We have the copies of the Court Rolls up periodically, but we have lately changed our steward, and there has been a little confusion.

Mr. *Griffiths.*

27,335. Is it not part of the duty of the court to prevent encroachments?—Of the court?

27,336. Yes?—Encroachments are presented. There are several presentments of encroachments on those occasions, and then they are called upon to abate the encroachment. These encroachments have been very very small, still they are none the less illegal for being small.

27,337. Are the jurors generally tenants of the lord of the manor?—Mostly, but anyone may attend a Court Leet, whether he be a tenant of the manor or not. Anybody may have justice at a Court Leet, any resident in the manor.

Mr. *Griffiths*—continued.

27,338. Does the bailiff, then, give notice to all the tenants?—The bailiff takes the steps, or ought to take the steps, which I have just mentioned.

27,339. You say this gentleman has not attended as many courts as he ought to have attended, as he could have attended rather?—All the inhabitants are not bound to attend every court.

27,340. But what I wanted to know was whether he had been summoned to attend?—That I could not possibly tell you. He was summoned by the notice on the church door.

Mr. *Grove.*

27,341. There seems to be no personal summons, but I understand that there is a notice on the church door.

Mr. *Griffiths.*

We have a Court Leet in our parish, but I am not sure whether a notice is affixed to the church door.

Mr. *Grove.*

Do you get a separate notice sent to each?

Mr. *Griffiths.*

Yes.

Mr. *Grove.*

That is a different thing.

Mr. *Richard Jones.*

Does the steward send notices indiscriminately to all in the parish?

Mr. *Griffiths.*

Yes, the bailiff does to all jurors.

The Witness.

I cannot answer your question exactly, whether this gentleman has ever received notice.

27,342. Did the border farmers ever pay a rent for the right of grazing on this common?—No.

27,343. No rent at all?—No, not to my knowledge, no rent whatever. There is nothing in the surveys about rent for grazing.

27,344. Had all the borderers of the common a right to send their sheep there?—All the residents; that is the expression used in the survey. I think there is some indication in one of the surveys that they pay 2*d.* a head, or something of that sort, but I have not been able to find it in the recent surveys.

Mr. *Seebohm.*

27,345. Can you tell me whether the hayward has been elected annually within recent times within the last few years?—I believe he has. The hayward would be a leet officer; the hayward was the man who looked after pound-breaches and things of that kind, offences against the public. He took up the stray cattle. If you will allow me to say so, one reason for the disuse of the common by these small people may possibly be the almost penal law against allowing cattle to stray upon the highways. The large brinkers would have their shepherds and other

Mr. *Seebohm*—continued.

people to look after and keep their flocks in order, but the small people with but a score of sheep could not do that. That may be an additional reason for the disuse.

Mr. *Richard Jones.*

27,346. Are the cottagers perfectly aware of their rights as to pasturage; that is, that they are not allowed to graze on any common they like?—I really cannot say whether they are all aware of what their rights are in that respect.

27,347. Because I see you drew a distinction?—I merely draw the distinction of the survey that has been in our hands, the survey of 1636. My information only comes from that, and Mr. Verity might have obtained it in the same way.

Chairman.

27,348. Now, Sir Gardner, what do you say with regard to the general results?—Well, really, I think the general results are most satisfactory, as showing how little this common has been wasted the last 100 years, or 200 or 300 years. I venture to say that there is not a common in the country that has suffered so little as this has. I think it is quite extraordinary that only 9 acres in 1830, and five since, making 14 acres, should have been encroached upon and taken away from the common in at least 100 years, or probably more. Then I think another result is to show how very dangerous a thing it is to get hold of a copy of an old document, and with insufficient information of facts, and insufficient knowledge of law applicable to those facts, to draw a conclusion based upon erroneous premises, which I am afraid, judging by the tenor of Question 25,227, has influenced the minds of the Commission, I hope I may say only temporarily, and induced them to believe in the charges which really run like a sort of refrain through all this evidence; there is the ruined castle, neglected courts, shrunken commons, and diminished population, all chargeable to the Duchy.

Professor *Rhŷs.*

27,349. He says the whole thing is a perfect wreck, and the boldest man takes the biggest bite?—That is it.

27,350. You repudiate that altogether?—I repudiate that the whole thing is a perfect wreck.

27,351. You contradict that statement completely?—Well, it is rather a large statement. One would like to take that statement to pieces.

27,352. I think you have done so?—Certainly the castle is a wreck, to begin with. The Castle was wrecked by Mr. Verity's predecessors, probably.

27,353. I do not think he refers to that particularly?—Oh, yes, that the whole thing is a wreck, and the castle is in ruins.

Chairman.

27,354. He says the castle is a wreck, and that no courts have been held for 16 years?—And he says what other courts have been held before that have been held in the wrong place.

Chairman—continued.

27,355. And the population has decreased?—Yes; commons shrunk one half.

27,356. Where, I think, his mistake is, is that he says, "All the rest have vanished, that is the "Lady Down, North Down, Butler's Down, "Southern Down, Down Raven, and a portion "of Sea Down, or Seaton, as it is called." Those, you say, never were commons at all?—They never were commons at all within the time of these materials before us.

27,357. That is, when he says the commons have shrunk, he does not say that the 1,000 acres have shrunk, but he says all the rest have vanished. He says it was 2,000 acres. Now, according to your calculation, it is 1,030 acres?—Yes.

27,358. I suppose the Lady Down, North Down, and so on, were some other 1,000 acres?—I cannot tell at all.

27,359. He says that is what has vanished. He does not say that the commons in the lower lordship have vanished?—We are only speaking of the commons in the lower lordship.

27,360. Yes, but he does not say that has vanished at all. He says also the rest has vanished. He says, "The Ogmore's Down at the "present time comprises, as I say, 1,000 acres." You agree with that?—Yes, the *whole* commons.

27,361. But that all the rest have vanished, and his contention was that those other portions were common, which is denied by you, I think. That is the question between you?—I do not know where he has found them, or where he has not found them. I do not know what he means by the 1,000 acres that have vanished.

27,362. Lady Down, North Down, Butler's Down, and so on?—Yes, I suppose that is it.

27,363. You both agree that the Ogmore Down is 1,000 acres, at least you are only 30 acres out between you?—Yes, as to the *whole* commons.

27,364. You agree there, but his contention is that those other commons had vanished?—Yes.

27,365. There has been no accusation of any of the other commons being taken away. Then he says that the population has diminished, and that no courts have been held, and that the castle is in ruins, which has been the case for a great many years?—Yes.

Mr. *Brynmor Jones.*

27,366. When Mr. Seebohm, Mr. Richard Jones, and myself went down, we were shown divers pieces of land as freehold land between the road and the sea, for instance?—Yes.

27,367. I suppose that there is no dispute between you and the persons who are in possession of those plots of land, as to the title. It certainly seemed very unfortunate that persons should have been able to acquire these small freeholds in the position in which they did acquire them. That was one of the points which was made before us?—Most unfortunate, but I am afraid we have nothing to with it now-a-days.

27,368. No. Really, so far as you can tell us, those freeholds existed before the surveys of the 17th century?—Before the surveys represented by that map.

Mr. *Brynmor Jones*—continued.

27,369. That is 1637?—Yes, I should say, certainly they did.

27,370. My recollection is that we drove along a road away from Dunraven Castle, which was in sight from where we started?—Yes.

27,371. Then we drove for a mile or a mile and a half, I should think, until we came to the river?—To the Ogmore?

27,372. To the Ogmore, and just by the river we were shown the ruins of the castle and of the Exchequer House. One of the points that were made by those who were good enough to show us the places was this, that it is most unfortunate that so many little bits of freehold should have been created and allowed to grow up between the road and the sea, and prevent the expansion of the place within proper lines for the good of the public?—Yes.

27,373. As I understand, those freeholds are not comparatively recent encroachments, but that they are encroachments, if they were encroachments, which existed in 1637?—Before 1637, well, I can only go by this map, but they certainly existed long before 1830, because they are shown here (*pointing on map*).

27,374. That was the impression left upon my mind, that they were comparatively recent encroachments?—The outline of this is identical with the outline of the Ordnance, and this gentleman, Mr. Lewis, who was a competent surveyor, has marked them on this map just there (*pointing*). He goes back 60 years before that, and the only encroachments that he can find are nine acres, so that that carries you back 100 years from the present time.

27,375. I have certainly gathered that these were comparatively recent encroachments. I mean within the last 60 or 80 years?—But there is nothing more deceptive than the loose evidence of old people, of the oldest inhabitant, unless he is brought up and cross-examined specially by a competent cross-examiner, as to the age of any of these encroachments. There is an encroachment here (*pointing on map*), which I told our bailiff to find out about, and he got hold of an old man, who was an intelligent man enough, and who said, "Oh yes, that encroachment was "made some years ago." He got him at last to say that it must have been perhaps 200 or 300 years ago. The encroachments referred to are on the plan (*the witness pointed on the Lewis plan*). He puts it down as an old encroachment then. Unless you go very closely into these matters, it is very difficult to judge.

Chairman.

There is one more question that I have to ask you. What course do you consider should be pursued in order to develop the capabilities of the district. Can you tell us anything upon that point.

Mr. *Seebohm.*

27,376. I should like to put a question before that, which relates to what has passed. It is one of the misfortunes of our Commission that evidence comes before us charging a grievance, and that grievances must relate to an individual or to a particular body. Still, the real object we have is to ascertain whether there are grievances which may be nobody's fault, but which can be remedied, and it seems to me that Mr. Verity's statement remains where it was from that point of view, that however wrong he may have been in his history, it comes to this, that we have here a typical instance of a common which was a comparatively short time ago, 40 or 50 years ago, occupied and used by a largish number of people, say 30 or 40 people, which has now dwindled down in its use to two or three large farmers. That, I think, is the substantial point that comes before our Commission, and as to which we have to consider whether any remedy can be found. It is not by any means an isolated case?—There I am happy to be able to say that I am at one with Mr. Verity, and I very much regret that any of these poor people should be deprived of their rights, but again, what I want to show is that we have nothing to do with it, the Duchy has nothing to do with it, even the court has nothing to do with it, and you gentlemen have nothing to do with it, and nothing short of an Act of Parliament will alter it.

27,377. But we are sitting here to make a report upon what really wants altering in the law?—No doubt.

27,378. And whilst I think for myself that the evidence you have given with regard to the Duchy of Lancaster has been very pertinent indeed, and has removed a great many of the misunderstandings which otherwise we should have had in our minds, there does remain the point whether anything can be done to prevent the little holders being turned out of these commons by the larger ones?—No doubt.

27,379. We had mentioned in evidence yesterday, as regards Scotland, an Act to regulate crofter's common grazings in Scotland, and which resulted from this fact, which you have also put before us, that where there is a common without stint, there is very little possibility of preventing the big people turning out the little people. I think your evidence goes to show that manorial courts, in their present rather decrepit state, are not exactly the bodies which can take in hand these questions which belong to the interests of the smaller people in the community. This Act gives power for the appointment of a committee in a village to take the use of the commons specially under its charge, and limit the number of sheep or cattle that are put upon the common, and in other ways to manage it. Now, what I should like to ask you, if you will kindly allow me to, is upon this point, whether, as we find the thing now, it has gone past remedy or whether it would be worth while in such a case as this—a typical case like this—to endeavour to put up any kind of machinery which should in future protect little men against the big men, and restore to the neighbourhood, or to the little people in the neigh-

See 27,190.

Mr. *Seebohm*—continued.

bourhood, the actual use of those commons which were used by their predecessors?—I think that is part of the larger question which I understood the Chairman to be about to enter upon—what is to be done in the future.

27,380. Well, having stated what I have, I will leave you to answer it in the course of your evidence?—I may say, once for all, I quite believe what has been stated, and that the Duchy is extremely anxious to improve the position of these people and to develop the resources of the place, resources which are very considerable. There is no reason why Ogmore should not be a health resort for the large towns of Cardiff, Bridgend, and Swansea, and the inland country, very much to the benefit of those who sought the resort, and very much more to the benefit of the inhabitants. In fact, the great thing is to get people with a little money in their pockets to come and spend it at Ogmore. The poor people would have a better market for their eggs and butter and various things that they make, and labour would be much more in request. The question is how to do it You have the two schemes before you, the scheme of Mr. Williams and the scheme of Mr. Verity. Mr. Williams' scheme proposes to hand over the whole place to the county council, and to ignore the Duchy. To that I think the Duchy would not agree. Mr. Verity's scheme is, in fact, a scheme for enclosure. Now, we are very much averse to enclosing. I think that is the tendency of the present day. There are not many beautiful commons left in England and Wales, but if you do enclose, enclose as little as possible. What we have felt is this, we have no land whatever; if we had had land, we could have obtained the building of a hotel, where sufficient accommodation could have been provided for visitors and even for sojourners—people who drive over for a day, and put up their horses and enjoy the fresh air and beauties of the place, and people would come and spend a week or two there; and also we could have put up a few residential houses to attract people, and by degrees to form the nucleus of a watering place. We were sorely tempted at one time to put in force the statute of Merton; we still have power to do that. We are not within the recent Act of Lord Thring, but the Duchy, and particularly the present Chancellor, was very much adverse to putting the statute of Merton in force. I have a letter from the Chancellor which I should like to read, if the Commissioners will allow me. He is away from London; he is in Scotland at the present moment. This is it, "Dear Sir Gardner, you are, "I think, already fully in possession of my "views regarding the manor of Lower Ogmore "and the common there. It is most desirable "to turn to some better account than now this "beautiful stretch of land, part of it along the "seashore, and to make it available as a pleasure "resort for the people of the populous inland "parts of Glamorgan. With a view to this, not "only a regulation order, but even the enclosure of "some small parts of the common for the erection "of a hotel and of houses where visitors may be

See 25,188–191, 25,368.

Mr. *Seebohm*—continued.

"received, would appear desirable, there being "now, as I understood, practically no accommodation for visitors. On the other hand, I am "extremely averse to having even a small enclosure sanctioned by the Duchy, unless at "the request of some local authority entitled to "speak, and with the consent of the bulk of the "Commissoners. The open spaces and commons which are left in England and Wales "are none too many. I have, as you know, been "considering with you several plans, but pending the deliberations of the Commission, from "which we may perhaps receive further light, I "need not enter on the details of them now."

[*Lord Kenyon here took the chair.*]

Mr. *Grove.*

27,381. What would you suppose the Chancellor means by the local authority having power to speak on the matter?—I suppose we are on the eve of the Parish Councils Bill becoming an Act of Parliament. That would afford a local authority, and I think if the Commission found itself able to recommend anything in the sense in which I have just now sketched out, that we should have the courage of our views, and should not mind then putting in force the statute of Merton, and enclosing some 40 or 50 acres in some suitable place for allotment for poorer people, and at the same time take five acres upon the Kymney for the erection of a hotel and some residential houses. That would be combining both points. I confess I think, and with reference to what Mr. Seebohm said just now, the day is past for the small sheep owner; I think he gravitates towards the mineral workings in the northern part of the lordship, where he gets better wages and more certain employment. Wool is not worth what it was at the time Mr. Verity speaks of, and the conditions of modern life are not the same. He would only eke out a very precarious existence as the owner of a score of sheep.

27,382. You would agree generally that the development of the land might be increased by a certain process?—Yes, and that would circulate money among the people and, give a new aspect and colour to the whole place.

27,383. Perhaps you have noticed also that both Mr. Williams and Mr. Verity seem to suggest that certain powers might be given in the parish councils, with the consent of the Duchy, to take over certain of these lands on certain conditions, and to apply them for certain specific purposes?—For allotments.

27,384. Mr. Williams defines it at page 1,274, Question 25,368. He says: "I pointed out to "the Duchy that if the Provisional Order gave "the committee of the county council power to "take a moderate acreage of the common at "these parts and apply it for this purpose, I am "confident, from what I have myself heard and "seen, that the allotments would be accepted as "a great blessing by a large number of working "men." That is alluding to smaller allotments. In other places he alludes to the hotel and stables

Mr. *Grove*—continued.

for putting up horses, and other matters of that kind for picnicers?—Yes.

27,385. Does it occur to you that some amendment might be now moved in the Lords, we will say, in this Parish Councils Bill that that would be serviceable, the Bill now being at the moment before the House of Lords?—To tell you the truth, I really do not know at present much about the Parish Councils Bill. I have purposely abstained from following the various changes. Until the Bill is crystallized into an Act it is no use trying to master it. We might, if we like, *approve*, and having *approved* under the Statute, then sell or lease at a nominal rent to the parish councils 30, 40, or 50 acres, not more, certainly, if so much, for the purpose of allotments.

Mr. *Richard Jones.*

27,386. You would not approve the suggestion of Mr. Williams that certain portions of the commons should be converted into rabbit warrens?—We have had some experience of rabbit warrens; you mean keeping rabbits within a wire fence?

27,387. Yes?—We have had some experience of that, and it looks very well on paper, but it does not answer practically.

Mr. *Seebohm.*

27,388. If you were to enclose certain portions, I suppose, under the statute of Merton, you would have to leave enough for the sheep commoners?—Yes.

27,389. If smaller people did not use those commons, it would be practically giving the common for sheep for the sole use of two or three farmers?—If the small people had the allotments surely it would be a very good exchange, it might be an acre, or a two acre, or a five acre allotment. Of course you might by a Provisional Order alter the whole customs of the place, because the Provisional Order is an Act of Parliament; I mean you might turn it into a common with stint.

Professor *Rhŷs.*

27,390. Who would have to take the initiative of that? That would probably be an expensive process?—Which particular process, a regulation order?

27,391. Yes?—Of course we are not under the Board of Agriculture, but for that purpose we should or might put ourselves under them, and move them to issue a regulation order.

Lord *Kenyon.*

27,392. We may take it that the Duchy of Lancaster is very anxious to do what it can for the inhabitants?—Certainly, very anxious.

27,393. And it is hardly fair to say that they have woefully neglected their duty?—Well, I think I have said all I have to say about that.

Mr. *Brynmor Jones.*

27,394. Of course the Duchy are very much at the mercy of their agents in the locality?—I suppose we all are.

Mr. *Brynmor Jones*—continued.

27,395. My reason for asking is this: My attention has been called to the Bridgend Water Act and to a spring which appears to have been taken over by that company under the Act of Parliament. Have you heard anything about that?—I have heard very recently about it. I have had the pleasure of seeing Mr. Robinson, who has interested himself lately a good deal about the district, so I thought perhaps questions might be asked about it, and I took some little trouble to find out the state of the case. I have the Act here.

27,396. It is a private Act, I take it?—Yes.

27,397. As I understand the transaction, this spring was bought by the company from a Mrs. Nicholl, of Merthyr Mawr?—Yes, so I am told.

27,398. And it is the fact that that spring was in the Duchy property, and was very useful to the inhabitants who lived in the neighbourhood in which the spring was situate?—At what time, may I ask?

27,399. In 1869?—No, certainly it was not in Duchy property at that time. The spring was situate in the demesne lands which I think I mentioned were sold by Charles I. in 1638. I have here a statement which shows the inaccuracy of these sort of statements, in which the parcels are given as taken by the Bridgend Company with A.'s, B.'s, and C.'s, where the property is actually stated to be in the possession of the Countess of Dunraven, who held the last lease on the death of her husband, the lease that expired in 1869. I sent to the House of Lords and got a copy of the deposited plan, and I find it is not so at all. There are all the owners and all the occupiers, and they are all given there differently to what was stated to me, and the Countess of Dunraven had nothing whatever to do with it, and the Duchy had nothing whatever to do with it, in fact, we never heard of that Act at all; they did not serve us with notice; they considered, I suppose, it was not our property, and there was no occasion to serve us.

27,400. If it was not your property, and you are clear it was outside the parcels of the common which belong to you, of course there is no point in the complaint so far as the Duchy are concerned?—None whatever.

27,401. What I understand is this, that this spring was an open spring by the roadside, and that the inhabitants of the parcels were in the habit of using it for their purposes, and then, without their getting any notice whatsoever, this property was conveyed away, and ultimately, under this Act, passed to the Gas and Water Company of Bridgend?—Surely it must have been notorious at the time that the Water Company were seeking for water for the supply of Bridgend, and that they had fixed upon that particular spring. It was not notorious to us, because we were not residents and we were not owners. You see they have mixed things up. (*The witness pointed out the position of the spring on the Ordnance map.*) This was said to be a piece of

Mr. *Brynmor Jones*—continued.

common at the side of the road. There again I have taken the trouble to ascertain when this road was made, and, so far as I can find, it was until recent times, until the Bridgend road authorities took it up, a mere track over the highground. They took it up and made it into a road; but, when all these demesne lands beginning from *there*, all lying close under Ogmore Castle and up to the river, were sold, 250 years ago, this spring passed with them, and the track and everything else. You see there was no track in the earlier times at all. These roads are very carefully given.

27,402. The road appears to have been made through waste of the manor, does it not?—A mere track.

27,403. It became a highway?—*These* were demesne lands; *this* was the waste. The white on this old map shows the demesne lands.

27,404. It seems to be odd you received no notice of it?—Why, it was not our property.

27,405. You have property there still, as I understand it?—No, only rights of common; only the manorial rights.

27,406. The Duchy has the usual rights of a lord of the manor, surely?—Yes, no doubt, and that is what has misled these gentlemen, who find in the deposited plans all these usual notices at the top; when they enter manors they put the name of the lord of the manor on each page, and they have mistaken that for ownership.

27,407. In whom is the freehold of the common vested?—In us.

27,408. Then, taking that view of the case, you were landowners adjoining?—You do not give notice to adjoining landowners if you do not touch their land.

27,409. I rather fancy that somehow or other notice ought to have been given to the parishioners, in a private Act of Parliament, with regard to gas and water?—I do not defend the company. I do not know anything about it, but there was no reason to give us notice, simply because it was not our property.

Lord *Kenyon.*

27,410. At any rate, you did not get it?—We did not get it.

Mr. *Brynmor Jones.*

27,411. The substantial interest goes as soon as you admit the spring was in the property of an adjoining owner. I suppose this water from the spring flowed towards the river?—No doubt. You see it *here* on the map exactly; they have made apparently in modern times a sort of communication with the river close to the Bridgend Waterworks.

Lord *Kenyon.*

27,412. The whole thing is marked. There is a regular communication between the springs and the river?—Yes, there is.

Mr. *Brynmor Jones.*

27,413. Has any complaint reached you as to quarrying—as to the common being damaged by the method in which quarrying is carried on there, and gravel and so forth taken away?—No, I think not.

27,414. Who receives the tolls for the quarrying, and so on?—The steward. Of course the lord has a right to quarry the mines and minerals.

Mr. *Griffiths.*

27,415. Does the water from this spring flow into the common at all?—No, it flows into the river Ewenny.

27,416. Who has the sporting rights over the common?—The lord.

27,417. Does he preserve?—It is let to Mr. Robinson, the gentleman I spoke of just now.

27,418. Who has the right to shoot the rabbits?—He has, as tenant. I see the rabbits are mentioned as having come over the river during frosts.

27,419. Yes?—All I can say is that there was a warren there in Henry the Sixth's time, because it is mentioned in the survey.

Professor *Rhŷs.*

27,420. And it was never cleared out I suppose?—No, never cleared out. I suppose their descendants came over the river afterwards.

27,421. In a contrary direction?—Probably.

Mr. *Seebohm.*

27,422. The only point I want to ask you about is this. I take it your view is, that it is better not to go back on the past, but to do what is best for developing the district, and by this, in addition, perhaps, to allotments, the little people would get more advantage in having a market at their doors, and all that, than they would get by any artificial attempt to regain the rights of the common?—I really think so, and if we should find hereafter any expression on the part of the Commission to strengthen our hands, we should very likely be able to act. We do not like to put the statute of Merton in force without some very strong reason.

Mr. *Grove.*

27,423. Are any minerals worked at all in connexion with these manors?—Yes; not in the lower lordship, but in the upper lordship they are worked considerably, at Llangeinor.

27,424. And the Duchy then get the benefit of the royalties?—Yes.

27,425. Are they worked to any large extent?—North's Navigation Company are working part of them.

27,426. You have not given us any information about the northern manor, have you?—Except in general terms.

Mr. *Seebohm.*

27,427. Will you kindly state in general terms what the Llangeinor Manor is?—I beg your pardon, there is no Llangeinor Manor.

Mr. *Seebohm*—continued.

27,428. It is part of the manor of Ogmore?—Yes, it is part of the manor of Ogmore, but it is not a manor of itself.

27,429. It is one of those districts in which the population has increased?—I think I mentioned it has been increased in 30 years from 363 to 8,000.

Mr. *Grove.*

27,430. What is the reason?—Because of the development of these coal mines.

27,431. Have you in your mind something like the quantity of coal worked there per annum?—No, indeed I could not supply you with that.

27,432. I presume there have been no evictions in connexion with these small holders in times gone by. Some of the encroachments I think you told us you had been gathering together as well as you could. You had given notice, and in some cases you had adopted a certain rental. In other cases have they been turned out?—No, but we shall certainly turn some out shortly, if they do not abate the encroachment.

27,433. But, up to this time, there has been nothing in the shape of an eviction has there?—Not by process of law, I think. I should say not. When it has come to the last day, they have given the thing up, or given an acknowledgment.

Lord *Kenyon.*

27,434. Under notice to quit?—If you take the case of a few perches of land that a man adds to his garden, one does not very much like to turn him out.

Professor *Rhŷs.*

27,435. With regard to developing that district, would the parish be a sufficiently large body to consider it? It would affect a good deal beyond the locality according to what I have heard. It would be a great advantage to the county and the neighbouring towns?—I think so.

27,436. Would not the County Council be even a better body to deal with it than the parish in that case?—We should not have the least objection what body dealt with it, so long as they did not take the whole common and enclose it.

27,436A. There would be no difficulty, I gather from what you said, supposing the local body or the County Council, and the Duchy together, agreed on something. Would that not help you with the backing that you would want to carry out some measure?—Yes. I was thinking of the backing of some strong expression of views on the part of the Commission.

Lord *Kenyon.*

The Commissioners are extremely obliged to you for your courtesy in coming here to give them this information.

Adjourned till to-morrow at 11 o'clock.

THIRTY-FOURTH DAY.

6, Old Palace Yard, Westminster, Thursday, 25th January 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERICK SEEBOHM, LL.D., F.S.A.

Mr. T. E. MORRIS, Acting as Assistant Secretary.

Mr. J. RUSSELL SOWRAY called and examined.

Chairman.

27,437. You were one of the two principal clerks of the Woods and Forests Department?—I was.

27,438. Have you now retired?—Yes.

27,439. You have been good enough to come before the Commission to give evidence from that department?—That is so.

27,440. Can you tell us anything generally as to the Crown rights in Wales?—I wish to commence any evidence that I am to give, by saying that I should very much desire to avoid saying anything to prejudice the rights of the Crown, or anything to prejudice the rights of other persons; therefore I wish to confine my evidence within such limits as will enable me to avoid prejudicing any landowner or prejudicing the Crown by limiting its rights in any way. I should say that the rights of the Crown in Wales are now almost wholly seignorial rights; the Crown has little or no property in fee simple. I am very ignorant of the ancient tenure in Wales; and all that it is perhaps necessary to say is that, on the conquest of Wales in the reign of Edward I., the whole country may be said, technically, to have fallen to the Crown; and a very large extent, no doubt, did fall into the possession of the Sovereign. Of course, a very large extent of the cultivated land was found to be in the possession or occupation of the actual cultivators, who appear to have had some rights of tenure either as freemen or as bondsmen. I fancy that in the period between Edward I. and Henry VIII. there was a gradual assimilation of that tenure to the tenure in England. I am speaking with great diffidence upon that; but, at all events, whatever the gradual conversion may have been, by the 27 Hen. VIII. c. 26., the principality was annexed to the realm of England, and the Act appointed that the laws of England should take place there, and that all Wales' laws, sinister customs, and tenures not agreeable to the laws of England should thenceforth be abrogated and annulled. That, at all events, legally converted the tenures in Wales into tenures similar to those in England, which were then feudal, and converted, I suppose, the ancient lordships and villes, and commotes and cantreds, and so on, into *quasi* manors. I have been quite unable to find that since then there has been any practical distinction between those who were formerly freemen and bondsmen, so far as the Crown is concerned. They all seem to have been treated very much in the same way, and to have held their holdings subject to the payment of the accustomed rents. Whatever demesne lands were orginally in the possession of the Crown either were granted away in fee-farm or, at all events, have been lost to the Crown, as the Crown now has scarcely any demesne land in which it has the entire fee simple. The rights of the Crown are now confined to the income from foreshores, still under the management of the Commissioners of Woods, the fee-farm rents reserved out of the numerous grants of property made by former Sovereigns, and the various manorial rents known as collection rents, bailiff's rents, beadle's rents, prepositors' rents, &c. payable by the customary tenants of the lordships or the commotes or manors, or whatever they may be, still belonging to the Crown, and which rents, I suppose, represent to a great extent the payments made by the occupiers of the soil in ancient times.

See 27,56 27,943.

Chairman—continued.

27,441. Have you anything to say about the grants made by the Stuarts?—It was suggested that I should give some sort of list of the grants. Of course it would be impossible for me to give a correct or complete list of the grants; but I have taken out a list of those to which I could find reference, and if it is wished I will hand that list in.

27,442. Could you state roughly what it contains?—It contains a very great number; I had better hand it in. Of course some are much larger than others.

Mr. *Seebohm.*

27,443. Give the chief ones?—The chief ones are those to Collins and Fenn, and to Ditchfield and Highlord. Those were I think in the 4th of Charles 1st. There were two to Ditchfield and Highlord, and I think only one to Collins and Fenn. But those were very large grants, so that in the reigns of Charles II. and James II. I do not find a reference to any grants in Wales, although I believe there were considerable grants in England. Those grants which Charles I. made were so sweeping that I suppose they thought it would be better to leave Wales alone. I might give you the number of those to which I find a reference.

27,444. Ditchfield and others were to the city of London?—Yes.

27,445. Could you tell us who were Collins and Fenn?—I do not know who Collins and Fenn represented. If it is stated in the grant I forget what the history of it is.

Mr. *Brynmor Jones.*

27,446. Where was the property alienated to Ditchfield and others situate?—All over Wales. I think there are 53 grants in this list which I will hand in. (*See Appendix.*)

27,447. Can you tell us about the management and the Acts of Parliament?—The first Act which it is necessary to refer to is the Act of the 1 Anne, the Civil List Act, which really was the starting point of effectual legislature, restraining the unlimited grants by the Sovereign and endeavouring to preserve intact the land revenues of the Crown as they then existed. That Act enacted that no future lease or grant shall be good if made for more than 31 years or three lives, and unless there be reserved the ancient or most usual rent or more, or such rent as hath been paid for the greater part of 20 years before, or a rent not being less than one third of the clear yearly value. But where the greatest part of the yearly value of any estate shall consist of the buildings thereon then the lease may be for 50 years or three lives That of course restrained grants in perpetuity altogether and limited the grants of leases; but it was somewhat widely worded as to the one-third of the value being taken as the yearly value; and I believe that it was to a considerable extent, I will not say evaded, but taken advantage of for some time afterwards by the grant of leases at this minimum rent, that is, one-third of the yearly value, possibly subject to a fine at the same time, and also the prohibition against alienation was to some extent overruled by, I believe, several special Acts of Parliament sanctioning sales to particular people. That went on until at last Commissioners were appointed by the Act 26 Geo. III. c. 87., to inquire into the management of the whole of the land revenues of the Crown. Those Commissioners sat between 1786 and 1794, and

Mr. *Brynmor Jones*—continued.

their reports are most interesting and valuable. They went fully into every subject. I should say that by the Act appointing those Commissioners they were made trustees for the sale of the fee-farm rents of the Crown. The sale of fee farms in England had previously been authorised under an Act in the reign of Charles II., but that Act did not include Wales, it excepted it. But the Act of George III. did not except Wales, and those Commissioners sold a large number of the fee-farm rents belonging to the Crown. As the result of their recommendations an Act was passed in the 34 Geo. III. c. 75. for the better management of the land revenues of the Crown and for the sale of the fee-farm and other unimprovable rents. That of course transferred from the Special Commissioners, whose duties were ended, to the Surveyor-General the power of sale of fee-farm and other unimprovable rents, and also authorised the grant of building leases for 99 years (that was extending the Act of Anne) or three lives where the buildings were of greater value than the land.

Mr. *Seebohm.*

27,448. Would that be the beginning of the Woods and Forests; I refer to the Surveyor-General?—No, the office of Surveyor-General, I think, was constituted in 1612, and went on until 1809, when by the Act of 50 Geo. III. c. 65. the Commissioners of Woods Forests and Land Revenues were appointed; and the Act transferred to them the functions of the Surveyor-General of Woods and Forests and Surveyor-General of Land Revenues. Various Acts for the amendment of the Acts for the management of the land revenues of the Crown were passed, but really the Act upon which the Office of Woods now proceeds, subject to subsequent amendments, and what we call our sheet anchor, is the 10 Geo. IV. c. 50. That repealed most of the previous Acts; re-enacted a good many of their provisions; and, subject to the amendments by subsequent Acts, which are not very serious, that is the Act upon which the Commissioners of Woods proceed at the present time. It authorises not only leases for 31 years of ordinary lands and farms, and for 99 years for building purposes, but also authorises sales of all property, and it also does what was very imperfectly done before, it makes a distinct and positive separation between capital and income. The defect of all the previous legislation was that there was no sufficient distinction between capital and income. That Act makes a most rigid and positive distinction between capital and income, so that whatever sale of Crown property takes place, the money from that sale cannot be treated as income.

Chairman.

27,449. Have you anything to say about the *Nullum Tempus* Amendment Act?—That of course has a most important bearing upon the

Chairman—continued.

present rights of the Crown in Wales. It is a very curious thing, but it is a fact that in the reign of James I., at the time when all these enormous grants were taking place, there was an Act passed—I believe considerable pressure was put upon the King to pass it—the 21 James I. c. 2., which limited the Crown to 60 years when the subject had held or enjoyed or taken the rents and profits for 60 years. But the Act was only retrospective, it was not a continuing Act. It only applied to the past, although some wished to make it continuous; but I think I have seen some reference to it in which the King is reported to have said beggars must not be choosers, and they must take what they could get. It is curious at that period, when all these grants were being made, that the King should have been induced to pass such a sweeping Act, which deprived the Crown of everything which had been out of its possession for 60 years. The first continuing Act was the 9 Geo. III. c. 16., which enacted that the Crown "should be barred from question-"ing any title or claiming any property by "reason of any right or title which shall not "hereafter first accrue within the space of 60 "years next before the date of action; unless "His Majesty, his predecessors or ancestors, "heirs or successors, or some other person or "persons under whom His Majesty lawfully "claimed, shall have been answered by virtue "of such right or title, the rents, &c. thereof, "or the rents or profits of any honour or manor "whereof the premises are part or parcel within "60 years, or that the same shall have been "duly in charge or stood in super of record "within 60 years." That Act was by no means so sweeping as the Act of James I., because it preserved to the Crown all those premises which were parcel of a manor or lordship, and it also preserved all those premises which stood in charge on the Crown rentals and were continued in charge, although the rents had not been received. That was most important as regards the fee farm and unimprovable rents, because a very large number of those were what is called *in super*, that is, had not been collected for a great number of years. But that Act did not touch those rents. If the Crown was capable of identifying the premises out of which those rents issued at any time, the fact of their being on the Crown rentals preserved the Crown's title to them. But Parliament, I suppose, did not consider it sufficient, because by the 24 & 25 Vict. c. 62., it was enacted that the Crown should not be entitled to recover any property or rents which have been held and enjoyed by others for 60 years, merely because such property or rents form part of any honour, manor, &c., belonging to the Crown, or have been in charge or stood in super of record within 60 years. That at once swept away a very large number of the Crown's fee farm, and unimprovable rents, because it at once says that if the Crown had not been in possession of them for 60 years they would go, although they were in charge. That has an important bearing on

Chairman—continued.

everything connected with the Crown's rights in Wales, and really limits the Crown to what it has in possession now, or what it had in possession at some time within the past 60 years.

27,450. Can you tell us anything about the Crown lordships and the commons and the manors?—On the Conquest, no doubt, the Crown came into possession of everything except those lordships to which the Crown confirmed the title of those they found there. Practically nearly the whole of Wales, I imagine, came into the possession of the Crown as to the seigniory, that is, the Crown became lord of the whole land. Therefore the Crown lordships and manors and commotes are very numerous, and extend over an immense area; but it must not be supposed that because the head lordship or manor or commote extends over a very large area, that therefore the Crown is possessed of all the seigniorial rights within it, because all the grants, of which you have a specimen in what I have put in from the Stuarts, which the sovereigns have made, are grants, many of them, of mesne manors, which cut away from the Crown a large portion of the seigniory. Therefore it is a very poor guide to the present state of the Crown's rights in Wales, to look at what its nominal seigniories are, but I have a list here if you wish to have them put in.

27,451. Could you give us any general idea of those papers that have been put in?—I will take Anglesey, where practically the Crown has now very little, but where the Crown lordship of Tyndaethwy includes practically the whole county excepting the boroughs.

Mr. *Brynmor Jones.*

27,452. I have a return here of Crown manors of the year 1845. Is there any variation between your list and the list that was given in this return to the House of Commons?—Yes, I fancy so. I do not place much reliance on that; I am afraid it was hastily prepared, and that it cannot be very much relied upon; at all events the spelling is in some cases incorrect; it is neither Welsh nor English.

Mr. *Seebohm.*

27,453. Did we understand that Tyndaethwy still remains Crown property?—That is the seigniory, and that includes practically, I think, the whole of Anglesey, excepting perhaps the boroughs and the Island of Holyhead; I am not sure that it includes that.

Mr. *Brynmor Jones.*

27,454. Do you put the boroughs in your list?—No; nearly all the boroughs have charters.

27,455. The reason I ask is because, of course, one knows that some of the boroughs in Wales have charters from—say the Duchy of Lancaster, which is one that I know of?—Yes. There are properties belonging to the Duchy of Lancaster.

Mr. *Brynmor Jones*—continued.

27,456. Those documents I speak of, are very old documents; they would not be Crown boroughs, but Duchy boroughs and Chester boroughs. There is one that I have seen from the Earl of Chester?—Yes.

27,457. But you have not put a list of Crown boroughs in this list of yours?—I do not know that there are any. I do not think so. I mean that all have charters, and the only thing that they render is, sometimes, a rent to the Crown, which they collect themselves, and pay over in gross.

27,458. Then we may take it, that the list, that you put in now, is a carefully compiled and accurate list of the Crown manors in Wales?—It has been prepared with some little haste, but I think it is accurate as to the seigniory, but as I say it gives a very misleading idea of what the extent of the Crown rights in Wales now is.

Mr. *Seebohm.*

27,459. Because of the mesne manors which have been made out of them?—Yes, the numerous grants which have been made out of them.

Professor *Rhŷs.*

27,460. Would it be possible to get a list of those grants?—Well, it would be, I should say, the work of a lifetime to search the records for every grant.

Mr. *Brynmor Jones.*

27,461. Do you keep the older documents at the Office of Woods and Forests?—Oh, no. A large proportion of the grants are at the Public Record Office. Some of the grants are recorded at the Land Revenue Record Office, but as to the older ones, I should think the greater number are at the Public Record Office

27,462. Practically, I suppose, you only have the documents from the time that the office was formed in its present form?—I think more than that: probably from the time of the constitution of the Surveyer-General: very likely that would be the commencement.

27,463. 1612?—Yes, 1612, somewhere about then. We have a good many documents from about that time at the Land Revenue Record Office, but there was probably no fixed rule as to where the grants should be recorded until within recent years.

Chairman.

27,464. Then as regards the Crown freehold land and the Crown tenants?—That is remarkably small. There is a farm called Sychnant Farm, in the parish of Maentwrog, in the county of Merioneth. It was a very old encroachment. I cannot trace the origin, but I believe it was originally an encroachment on the waste; it is on the border of the Crown waste, and I have no doubt it was originally an old encroachment. It is now let. It was last let in 1890, I think. It was let by tender; the acreage is

Chairman—continued.

101 acres, 3 roods, and 39 perches, and it was let for 21 years from the 10th of October 1891, at the rent which the tenant offered, namely 45*l.* a year. The present tenant, notwithstanding that he tendered the rent, was allowed 5 per cent. off for the year to 10th of October 1892, and I believe there is some idea of making him an allowance for the past year. Since 1880 the sum of 396*l.* 18*s.* 9*d.* has been expended by the Crown in repairing and partially rebuilding the farmhouse and buildings, and in fencing and draining. Drainage works are now going on, and the sum of 33*l.* 8*s.* further has to be expended by the Crown to complete the estimate.

Mr. *Grove.*

27,465. Then that would be about eight to nine years rental, something about that?—Yes; the rent has varied, I think, between 40*l.* and 50*l.* for some years. I was proposing to give a list of all that we have, if it is not wearying the Commission. They are very small. The next is an estate, not the ancient freehold of the Crown, but an estate which the Crown purchased for other purposes than with a view to acquiring the surface. It was purchased because it runs up into and adjoins the Crown property, the Crown waste, through which one of the most valuable slate veins in Wales runs; the slate vein continues through this property, and it is very important property for the Crown to possess for the purpose of facilitating the working of the slate, not only in the property itself but in the Crown property adjoining. It was, therefore, purchased with that view in 1887. It was purchased for 8,740*l.* The larger part of the consideration money was really in respect of the valuable slate vein that ran through it, but it is now divided into five farms.

Mr. *Seebohm.*

27,466. In what county is that, may I ask?—It is called the Hafod-y-Wern estate, in the parish of Llanwnda, in the county of Carnarvon. These farms were let very soon after the Crown acquired the property. One contained 160 acres, and was let for 60*l.* a year on a yearly tenancy. The next contains 116 acres, 3 roods, and 33 perches, and was let for 50*l.* a year.

Professor *Rhŷs.*

27,467. A good deal of that land is mountain land I suppose, sheep pasture?—Yes, quite so.

27,468. Or else it looks a large acreage for the rent?—It is mountain land.

Mr. *Richard Jones.*

27,469. Was it bought in the public market or by private treaty?—There was an auction, but I really forget whether the Crown bought it by public auction or afterwards by private treaty; I am not sure; I think it was by private treaty.

Mr. *Grove.*

27,470. Did you give us the total acreage for the 8,700*l.*? Probably when you give us the five different farms, that it will show us the total acreage.—Yes. The next is 23 acres and 19 perches, let at 22*l.* a year; the next is 25 acres, 2 roods, and 20 perches, let at 18*l.* a year; the next is 10 acres, 2 roods, and 37 perches, let at 13*l.* a year. 10 per cent. was allowed off these rents for the year to October 1892.

[*Lord Kenyon here took the chair.*]

Lord *Kenyon.*

27,471. Were these let by tender?—No, they were let by arrangement with the local agent, and 15 per cent. has been allowed off the rents for the year to October last.

27,472. The Crown has an agent there?—Yes. Since 1888, when these five small farms came into the hands of the Crown the sum of 302*l.* 19*s.* 10*d.* has been spent upon them in repairs and alterations to the houses and buildings, and in fences and drainage, and it has now been decided to provide additional farm buildings at Hafod-y-Wern and Tyddyn Sir Hugh farms at an estimated cost of 300*l.*

Mr. *Grove.*

27,473. Is the slate worked at all on that property?—Not at present; no eligible tenant has yet presented himself.

Professor *Rhŷs.*

27,474. It is not a particularly brisk time in the slate trade, is it?—It has been much better, I believe.

27,475. It is improving, no doubt?—Yes; but still this is a property which requires a large capital to be expended upon it. The other landed possessions of the Crown are simply allotments which were acquired under Inclosure Acts, and which the Crown, I suppose, was not able to get purchasers for, or at all events did not sell and has let; one is in the parish of Cerrig-y-Druidion, in the county of Denbigh, 126 acres, 2 roods, and 22 perches, let at 16*l.* a year.

Lord *Kenyon.*

27,476. That is on the hill top too?—Yes, that is mountain. Then one in the parish of Llaneilian, in the county of Denbigh, 20 acres, let at 6*l.* per annum.

Mr. *Richard Jones.*

27,477. Is that mountain land also?—Yes. Then two allotments of mountain land in the parish of Llanddwywe and Llanelltyd, in the county of Merioneth. One contains 95 acres, 1 rood, and 6 perches, and the other contains 221 acres, and they are let for 13*l.* a year.

Mr. *Seebohm.*

27,478. The two together?—The two together. The value is very small. Not only are they in a remote position, but there is a slate quarry on them, which, of course, the Crown reserves the right to work. Then there are two in Carmarthenshire. One in the parish of Llanelly, containing 23 acres, 3 roods. It is marsh land, and is let at 5*l.* a year. There is another in the parish of Pembrey, containing 13 acres, 1 rood, and 25 perches, which is better land, and is let at 15*l.* per annum. Various remissions have been made in these rents, but probably the Commission would not care to go into them.

Mr. *Seebohm*—continued.

Mr. *Grove.*

27,479. Simply allowances, not permanent reductions upon any of that land?—No; that is so.

Mr. *Brynmor Jones.*

27,480. Then that is a complete list of the freehold property of the Crown in the Welsh counties and in Monmouthshire?—Yes, excepting the encroachments, in so far as they are freehold, from having been enclosed 20 years years ago, but not enclosed 60—between 20 and 60 years. After 20 years the commoners' rights are barred, but it takes 60 years to bar the rights of the Crown. Therefore encroachments between 20 and 60 years may be considered to be the freehold property of the Crown.

Lord *Kenyon.*

27,481. I suppose the Crown defends itself in those cases?—Yes.

Mr. *Seebohm.*

27,482. Do we understand clearly that this is the list of all the mountain land that is let?—Yes.

27,483. Because the mountain land also belongs to the Crown?—Yes.

27,484. These are simply the tenants?—Those are merely what I call the freeholds—freed and discharged of all rights whatever.

27,485. They add up to 900 acres altogether.

Mr. *Brynmor Jones.*

27,486. Then the Crown is the freeholder, or at any rate has rights in tracts of lands besides these places?—Yes, the Crown has the freehold of waste lands, subject to the rights of common of pasture, turbary, and so on.

Lord *Kenyon.*

27,487. Have you a list of those wastes? Can you tell us the amount of those wastes?—There was a list published by the Committee who inquired into the Office of Woods in 1889–90. I have not copied it out.

Mr. *Brynmor Jones.*

27,488. If you will give us the reference, that will do. That is, I suppose, a public return which is printed by the Queen's printers?—That is a public return in Parliamentary paper 284, 1889, page 310.

Mr. *Seebohm.*

27,489. Was it called a report of a Committee on the Woods and Forests?—Estimate of areas of lands in which the Crown possesses an interest.

Mr. *Brynmor Jones.*

27,490. It was a report of a Select Committee?—It was a Select Committee of the House of Commons on the management of the Office of Woods and Forests. I can give the totals if the Commission wish it.

27,491. If you please?—The total of unenclosed waste land still belonging to the Crown is 84,110 acres 2 roods. This is only an estimate. Lands, formerly Crown lands, which have been sold since 1788 (that is, since the Commission was appointed under that Act which I spoke about), subject to the reservation of mineral rights (excluding allotments under enclosures), 90,863 acres 1 rood and 1 perch.

Mr. *Seebohm.*

27,492. In all those the mineral rights are reserved?—Yes. Then, lands divided and allotted under Inclosure Acts of Parliament, subject to a reservation of the Crown mineral rights (including the Crown allotments), 189,828 acres, making a total of 364,801 acres 3 roods and 1 perch. That is an estimate of all the lands in Wales in which the Crown possesses an interest.

27,493. And it possesses the mineral rights of the whole of that portion?—Yes. I am not sure that the waste land includes encroachments in which we have an interest; I rather think not; but that is a comparatively small matter.

Professor *Rhŷs.*

27,494. I should like to be clear with regard to the seigniory and the grants which seem to make holes in the rights of the seigniory. Are those grants in any way taken into account there?—These are what we feel that we are really in possession of.

27,495. In the case of the grants that you spoke of just now, the mineral rights and all are gone?—Yes.

27,496. Is that so?—In the old grants I am not sure whether I have not come across one or two in which there was a reservation of minerals; but in 99 cases out of 100, the mineral rights went—there was no reservation whatever. It is only in modern times that we have persistently insisted upon a reservation of the mineral rights.

Lord *Kenyon.*

27,497. Have you anything further to say under that head?—I think not.

Mr. *Grove.*

27,498. On that point I should like to ask a question: Are these minerals being largely worked?—In some cases they are largely worked. Of course, in some places, there are no minerals.

Mr. *Grove*—continued.

27,499. Quite so?—But where there are minerals they are being extensively worked, although unfortunately the depressed state of lead and copper has knocked the Welsh mines almost out of the market.

27,500. Have you no coal being worked?—No; no coal, excepting some under-sea coal at Llanelly.

Mr. *Richard Jones.*

27,501. Slate you have?—Yes.

Mr. *Seebohm.*

27,502. Could you give us roughly the rental which the Crown gets out of the 364,000 acres odd?—If the Commission wish it I will give the revenue at various dates, and then I will give it in detail at the present time. There is a reference I see to the revenue in 1377; I do not know that it is worth much, but it is put down at 5,214*l.* 11*s.* 10¾*d.* It professes to be very exact. Then the next reference that I find is in 1689, and then it is put at 6,998*l.*, or, knocking off the shillings and pence, practically 6,999*l.* In 1701, 6,796*l.*; in 1760, 4,933*l.*; in 1786, 5,711*l.*; in 1816, 3,960*l.*; in 1832–3, that is the 31st March 1833, I think, 5,446*l.*; in 1849–50, 5,697*l.*; in 1859–60, 9,118*l.*; in 1869–70, 12,832*l.*; in 1879–80, 13,289*l.*; in 1889–90, 14,481*l.*; and in 1892–3, the last year which has been published, it had fallen to 13,464*l.*, owing to the depression in minerals. The increase between 1849–50 and 1888 is in the face of sales, of fee-farm rents sold for 34,369*l.* and of lands, foreshores, &c. 117,178*l.*, or together 151,547*l.*; this at 3 per cent. would produce 4,546*l.* per annum which might be added to the last year, to show what it would have been if no sales had taken place.

Mr. *Brynmor Jones.*

27,503. Are those the gross receipts that you are giving us?—They are the gross receipts.

27,504. I ask the question because I find that in a Return to the House of Commons in the year 1835 there appears to have been a deficit of 150*l.*?—That was after deducting the pensions.

27,505. It is a very unsatisfactory return, and very meagre?—Yes; there were upon all the revenues in ancient times large sums for pensions granted by the sovereign which were charged upon the land revenues of the Crown, and the receivers in those days were instructed to pay these pensions out of their receipts. I think if you went to the records you would find that the receivers often had to receive money from the head quarters instead of paying it, in consequence of these pensions. All those pensions are now wiped off the land revenue.

27,506. But there were allowances to bailiffs as well and salaries to stewards; Sir Watkin Williams Wynne, for instance, was steward, and received 20*l.* a year?—Oh, yes; there are expenses to be deducted, but not those large sums

Mr. *Brynmor Jones*—continued.

which you find there for pensions. I think I have the return somewhere.

27,507. May I ask what is the authority for the earlier rental which you have given?—I can give it to you. It is the Twelfth Report of the Commissioners under the Act of 26 Geo. III.

27,508. But do you think they took it from Sir John Doddridge's book?—I think very likely they did. I think it is in Sir John Doddridge's book. What his authority for it is I really cannot say.

27,509. So far as you have examined Sir John Doddridge's book, do you find it a trustworthy and accurate account?—I think so. I am not prepared to show that anything is inaccurate in it. I went through it, and took some extracts from it. I think it is carefully prepared.

Mr. *Seebohm.*

27,510. He gives the revenue of the Principality of Wales in 1844 as 1,335*l.*?—That is imperfect, I think.

Lord *Kenyon.*

27,511. Does this list include all rents?—That includes all.

27,512. Freeholds, wastes, and everything?—Yes.

Mr. *Seebohm.*

27,513. Can you tell us at all why the rentals went down so very low in 1816. That was the time when the distinction was made clear between capital and income, was it not, or just after that?—Yes, and I fancy that, about that date, the same attention was not bestowed upon the Welsh revenue as has been bestowed upon it since.

Lord *Kenyon.*

27,514. Perhaps there were more sales in that year?—There may have been some sales.

Mr. *Seebohm.*

27,515. I do not quite see where the result of the sales in the time of Charles I. comes in, but of course we have not got anything earlier than 1689, practically?—No.

27,516. The amount in 1689 is what was left after the sales of Charles I.?—Yes.

Lord *Kenyon.*

27,517. Have you anything to say as to the general policy as to waste and encroachments?—Up to quite recently the policy as regards the wastes was the policy which was considered by all authorities 100 years ago to be the correct one; that was to get them enclosed and divided as soon as possible, and in pursuance of that policy the Crown, without actually promoting enclosures, rendered every facility for the inclosure of its waste lands, and from the figures which I have given you as to the quantity of land divided and enclosed, you may imagine

Lord *Kenyon*—continued.

that the inclosures of Crown wastes have been very numerous.

27,518. Up to what date was that?—That was up to the time when the late Mr. Fawcett, I think it was, put a stop to enclosures. I forget what date that was.

Mr. *Brynmor Jones.*

27,519. From about the time of the Commons Preservation Society?—Yes, it would be about the same time.

27,520. In the sixties, I think, but I am not quite sure?—I see there has been only one Crown inclosure since 1868.

Mr. *Seebohm.*

27,521. You have not told us what the Crown got during that time when its policy was to enclose and divide as much as possible Did they charge a rental or a fine or what?—The Crown had the sporting and the estrays, and of course if any encroachment were made, the Crown required the encroacher to acknowledge the rights of the Crown, by the payment of some rent or by purchasing, if he chose to purchase, subject to the chance of his encroachment being thrown down.

27,522. Did the encroacher become a year to year tenant?—He became a year to year tenant.

Lord *Kenyon.*

27,523. Since that time, I take it, the Crown has maintained the wastes as waste?—The Crown wastes have been maintained, and as regards the encroachments, the usual practice with regard to encroachments has been to have them periodically surveyed and valued, and to charge as rent about one quarter of the value of the land and buildings to the encroacher, that being in consideration of the fact that, although he has done an illegal act, he has spent money in enclosing the land and erecting the building, and therefore it has been taken at that modified rent.

Mr. *Seebohm.*

27,524. One quarter of the improved value?—Of the full value, as certified by the Surveyor. Of course, if a tenant occupies for a great number of years—30 or 40 years—he has had an opportunity of getting back his money under this small rent, and the rent is in some cases raised; or if an encroacher gives up his encroachment for any reason, and a stranger comes in who has had no expenditure, the rent is increased.

Professor *Rhŷs.*

27,525. You mean the full rent—the ordinary rent?—Yes.

Lord *Kenyon.*

27,526. You would not raise the rent to the man who had been there some time?—Not

Lord *Kenyon*—continued.

unless he and his family had been there for a great number of years.

27,527. Would it be raised after a certain of years?—We have done so, yes.

Mr. *Seebohm.*

27,528. That would be very strongly resisted, I suppose, by the tenant, would it not?—No, I do not know that it has. Of course, no one likes to have his rent raised.

27,529. But the longer the period he has enjoyed it at the small rent the more likely, I should think, he is to feel entitled to it always?—Yes, that is so.

27,530. Can you give us the number of small holders that have been created in that way?—Of course the number throughout Wales is very large, but from a conversation which I had with you, sir, before coming here, I thought it might interest the Commission to have some idea of two or three localities with reference to the question of small holders and peasant proprietors, and that it might be worth while to inquire, perhaps, and see what the result of this operation has been. I will take first of all, in the county of Radnor, seven parishes in what is called our manor of South Ugre, which is a manor in the lordship of Cantre Mellenith, which comprises several manors. Perhaps you would like to know the parishes. They are the parishes of Llanbister, Llandewy, Llananno, Llanbadarnfynydd, Beguildy, Heyop, and Llangunllo. I should say that, of course, the figures are subject to this remark, that a great number of the encroachments were made by tenants of the freeholders, in whom the right of common is vested; and I believe the law is, that an encroachment enures to the benefit of the freeholder and not to the benefit of the tenant. Therefore, some considerable reduction must be made from the figures to allow for those encroachments, which, though made freehold, are simply added to existing farms and not held independently. Still there is a residue of encroachments made by squatters and held independently of anybody. The number of encroachments in these seven parishes which have been made freehold, either by grant from the Crown or by lapse of time, since the grounds have been surveyed, is 700; the acreage is 2,701 acres, giving an average size of 3 acres, 3 roods, and 17 perches. It is a curious thing with these encroachments, that they really suggest the three acres and a cow throughout.

Professor *Rhŷs.*

27,531. They are more likely to be three acres and a sheep?—Possibly. The area of these parishes is 58,049 acres, so that the encroachments which have been made freehold form one 21st or one 22nd part of the whole area of the parishes.

27,532. Do you consider that a remarkable group for the principality? — There were an unusual number of encroachments in that manor.

Professor *Rhŷs*—continued.

27,533. What I wanted was whether you would mention any others?—Yes. I will give you another.

Mr. *Seebohm.*

27,534. Could you tell us what the result has been; whether it has been beneficial—whether they are still held by these little holders?—No, I have not had time to obtain that information. I thought of going to the poor law returns, and seeing whether the poor rates indicated an increase or decrease as compared with the adjoining parishes, but I have not had the time.

Mr. *Brynmor Jones.*

27,535. These 700 small encroachments are still in the occupation of divers persons, are they?—Subject to my remark that many of the encroachments are made by the tenants of premises adjoining, belonging to the freeholders, in whom the right of common is vested, and that they are simply added to the farm, and are not independent holdings.

Lord *Kenyon.*

27,536. Have these freeholders had to buy these encroachments?—Yes, where they did not succeed in avoiding us for 60 years; then they got them for nothing. The next I will take are four parishes in the lordship of Denbigh. The names are Gwytherin, Llanfairtalhaiarn, Llansannan, and Llanefydd. The number of encroachments which have become freehold in those four parishes is 1,238. In many instances there are 3, 4, 5, and 6 encroachments (by the time the survey is made) belonging to one individual. That is, there seems almost, before the survey is made, to have been an amalgamation. The total acreage was 4,239, which gives an average of 3 acres 1 rood and 21 perches.

Mr. *Seebohm.*

27,537. Have you the total acreage of those parishes?—The total area of those parishes is 30,356 acres, so that the encroachments form rather more than one-seventh of the area of the parishes.

27,538. Do we understand that it is a mountainous district?—Yes, it is a mountainous district.

27,539. Then one would suppose the area of the parish would be very large?—Yes, but as I have taken it, I may have made a mistake, and I should like to be corrected if that is so; that is what I made those four parishes.

Mr. *Richard Jones.*

I think they are rather small parishes. Llanfairtalhaiarn is a small parish.

Professor *Rhŷs.*

27,540. Yes, but they have valleys. I do not know whether the Crown has property in the

Professor *Rhŷs*—continued.

valleys or on the hills?—Oh, on the hills; you may take it, that wherever the Crown has a right, it is generally on a hill.

27,541. Except that one would rather take it that the average extent would be somewhat larger than three acres?—It surprised me, but I think these figures are correct.

Lord *Kenyon.*

27,542. Perhaps if they had taken more they would have been found out sooner?—Perhaps they felt that, and of course the larger the encroachment the greater the cost in enclosing it. The other case I will take will be a case which I think is perhaps more valuable, because I believe in this case most of the encroachments were really made by squatters, and are probably still held, so far as they are held by the squatters, independently of any other land—a large number of them, at all events. That is the parish of Llandwrog, in the county of Carnarvon. It is a parish in which there are a great number of slate quarries, and it is largely occupied by persons working in or connected with those quarries. The number of encroachments in that parish which have become freehold are 181, and the acreage is 660, giving an average of 3 acres 2 roods and 23 perches. The area of the parish appears to be 9,516 acres, so that the freehold encroachments occupy from a 14th to a 15th of the area of the parish.

Mr. *Seebohm.*

27,543. Have we been told since what date these encroachments were made?—Roughly speaking, these encroachments were made between 1770 and quite recently; I think the earliest surveys of them were from 1826 to 1836.

Lord *Kenyon.*

27,544. Up to the present time?—Yes.

Professor *Rhŷs.*

27,545. These are very interesting. They are all in North Wales, I notice, except Radnorshire?—Yes, excepting Radnorshire.

27,546. You do not happen to have anything in Cardiganshire?—I might have got something out in Cardiganshire, but the encroachments are not so numerous, I think, and, therefore, they do not form so good a basis.

Mr. *Brynmor Jones.*

27,547. What is the present state of relations between the Crown and these squatters. Do they pay small rents?—These freeholders have purchased or acquired by lapse of time, and all our interest is in the sporting and in the mineral, both of which are reserved, the sporting being reserved because taken separately for each encroachment it is valueless, but taken over the whole bulk in connection with the waste it may be of considerable value.

Mr. *Seebohm.*

27,548. Then in addition to this, you have a considerable number of squatters who are going through the process now, I suppose, and who are not freeholders?—Taking that parish of Llandwrog, we found that perhaps not sufficient consideration had been given to the fact that it was a great slate district, and that, therefore, it was very important to preserve everything for the Crown which might interfere with the slate. Therefore for some years past we have usually declined to sell anything there, because we found that our tenants of the slate came to us and said, "You have sold an encroachment here for, "perhaps, 5*l.*, and I have been to the man, as I "want it for my slate quarry, and he asks 500*l.* "for it." Therefore, we have declined to sell any more encroachments, and there are now let to tenants, 134 encroachments.

Professor *Rhŷs.*

27,549. At Llandwrog?—Yes, at Llandwrog.

27,550. These others are all sold?—They are all sold. The 134 encroachments contain 202 acres 2 roods and 16 perches.

27,551. At a rental of what?—I am afraid I have not the rental.

27,552. The rental is of the average that you described just now?—Yes.

Lord *Kenyon.*

A quarter of the actual value, I suppose.

Mr. *Brynmor Jones.*

27,553. The property adjoining, on which the encroachment is made, is waste land over which other persons have rights of common I suppose?—At all events on one side.

27,554. Do you get any applications for small holdings at all from persons living in this parish, say the parish of Llandwrog?—I do not think we do, because they know that we have no right to grant them.

Lord *Kenyon.*

27,555. That would be in the nature of enclosing waste?—Yes. The Office of Woods is careful not to encourage encroachments. We merely come in when the encroachment is made, and we say, "You have made an encroach-"ment, you have no right to make it. The "commoners have a right to throw it down, but "so far as the Crown is concerned we will "take care you do not get our rights for "nothing."

27,556. You do not exercise your rights under the Statute of Merton in that respect?—No, we do not encourage encroachments in any way. In this particular parish I think we discovered some time ago that the bailiff was assisting people to mark out encroachments, and thereby giving a sort of *quasi* assent to the encroachments being made, and we at once put a stop to it.

Mr. *Brynmor Jones.*

27,557. I suppose most of the squatters have built a house upon the encroachment?—A considerable number, the exceptions being chiefly those who have tenements adjoining, and who merely wish to add to their holding.

Mr. *Griffiths.*

27,558. Have you any agents in the different parishes to look after your interests?—Not in every parish, but we have agents who go round.

Lord *Kenyon.*

27,559. Have you anything further to say on the inclosure of waste lands?—I do not know whether the Commission would wish to have any details about the inclosures of waste land.

27,560. I think so?—They have been going on since, I suppose, 1780 up to about 1868, and there has been only one since.

Mr. *Brynmor Jones.*

27,561. Have you a list of the Inclosure Acts relating to Wales?—Yes, I have where the Crown is interested.

27,562. Can you give them to us?—Yes. There is also a schedule of the inclosures which have taken place since the general Inclosure Act, 1847, since which a special Act for each inclosure has not been necessary. I put both the schedules in as the Commission wish it. [*See Appendix.*]

Lord *Kenyon.*

27,440, 943. 27,563. Now will you kindly give us your evidence as to the foreshores?—The management of the foreshores passed to the Board of Trade in 1866, so that the Office of Woods has nothing to do with the management of foreshores, excepting those which had been already dealt with either by lease or in some other way, and these were reserved by the Act. We have, therefore, some foreshore. Before 1866 the sales were numerous. I think since 1866 the Commissioners of Woods have rather felt that foreshore land should not be sold, and therefore they have limited the sales very much to those cases in which the applicant has a parliamentary title, that is, where a work is authorised by Parliament, and where, therefore, he may naturally expect to have a conveyance granted to him. In other cases we endeavour to induce the people to take a long lease if they are going to put valuable buildings on the foreshore, or if they merely wish it for the protection of their frontage an ordinary lease at a small rent, in most cases of course the lease being revocable if any works are required to be put upon the foreshore.

Lord *Kenyon.*

27,564. Then will you kindly give us any evidence with regard to Beadle's and Prepositor's rents?—I find that the only indications on the rentals that I have been able to refer to of there being Beadle's and Prepositor's rents are in Cardiganshire. There are several cases in Cardiganshire, but I do not find any elsewhere, although it is quite possible that the distinction between Beadle's rents and Prepositor's rents in other parts of Wales did exist, but has been lost sight of.

Lord *Kenyon*—continued.

Mr. *Seebohm.*

27,565. Will you kindly explain to the Commission what the lists are?—I propose, if it is agreeable to the Commission, to put in a Beadle's rental and a Prepositor's rental of the same lordship, the lordship or manor of Harminiog, in the county of Cardigan. [*See Appendix.*]

27,566. What is the date?—They are collected every year. I may mention in passing these are the only rentals of these small manorial rents to which we have a parliamentary title. The Harminiog Inclosure Act directed the Commissioners to set out the rents which were due to the Crown within the lordship, and to make a rental of them, and they did so in their award.

Mr. *Seebohm.*

27,567. Perhaps I may explain that the interest in the two lists is this, that in the same parish or same lordship there are two sets of rentals collected by two separate officers?—Formerly.

27,568. One of them called the Beadle's and the others the Prepositor's?—Yes.

27,569. And the suspicion is that the one is the freehold rent and the other the ancient bondsmen's rent. I do not know whether you have any opinion upon that or whether that can be verified or not?—I am afraid I must confess my ignorance. I have puzzled over it several times, but it is rather perplexing. However, I will put the rentals in.

Professor *Rhŷs.*

27,570. They are not very considerable?—They are somewhat lengthy

27,571. Individually they are small?—Very small.

Mr. *Brynmor Jones.*

27,572. Are those the titles invariably given to these officers in such rentals as you have?—Formerly; we employ bailiffs or collectors now.

27,573. Are those the titles you find in the most ancient documents?—In ancient documents we find the Beadles and Prepositors as being the officers who collected these rents.

Mr. *Seebohm.*

The real interest in this is that the rentals which were reserved at the time of the conquest of Wales in the 13th century have been so very carefully preserved down to the present time. There are a great many instances in which the actual rents which are down in the surveys of Edward I.'s time are collected now; and in

Mr. *Seebohm*—continued.

this one case of Cardiganshire we have them distinguished into these two lists by the fact that they are collected by two different officers. The question, therefore, arises why are these two sets of rentals kept distinct, being very small rentals—some even less than 1*s.*—and why have they during all these hundreds of years been kept distinct. The probability, or the possibility, is that the one is the rent of the bondsmen collected by the '*maer*,' and the other the freehold rents.

The Witness.

27,574. My attention was called to some reference to an Act of the 31 Eliz. c. 7, which was an Act which prohibited any person within the realm of England from making, building, or erecting any cottage or dwelling-house to be used for habitation, unless the same person do assign four acres at least of land to be freehold with the said cottage. Some stress was laid upon that Act, but in point of fact the Act was repealed by the 15 Geo. III. c. 32. And the reason given in the preamble of the repealing Act was that the said Act had led the industrious poor to great difficulties to procure habitations, tended very much to lessen population, and in divers other respects had been found inconvenient to the labouring part of the nation in general.

27,575. That is to say, a man could not build a cottage without putting a certain amount of land to it?—And he could not find the land.

27,576. And that was a bar against building cottages?—Yes.

Lord *Kenyon.*

See 27,691, 27,753, and evidence of Mr. J. Lloyd, 59th Day.

27,577. Now will you kindly give us your evidence about the Forest of Brecon?—I understood that some information was required about the Forest of Brecon. I should say that the Crown has had nothing whatever to do with the Forest of Brecon for about 70 years, therefore I do not know what the interest will be to the members of the Commission or to anyone else. But, however, if it is desired, I will give a statement on the subject.

27,578. If you please?—The Brecknock Forest was one of the few forests in Wales belonging to the Crown. The authority for the sale of this forest was given in the Land Revenue Act, 48 Geo. III., c. 73, but the authority was not acted upon; and the Act 55 Geo. III. c. 190, appointed two commissioners, and provided for the appointment of an umpire in case of dispute, to disafforest, divide, and allot the forest amongst the persons interested. The Commissioners were required to allot one full moiety, after selling tithe and allotments necessary to provide them with funds to carry out the Act. They were directed to allot one full moiety to the Crown; claims were to be investigated and settled, and persons were empowered to try their rights by an issue at law. The minerals within the whole forest were reserved to the Crown. It afterwards appeared, however, that the commoners' moiety

Lord *Kenyon*—continued.

was so poor that it would not pay the expenses of enclosure and cultivation, and in 1818 the Act of 58 Geo. III. c. 99, was passed, which repealed so much of the previous Act as authorised the setting out of allotments in lieu of tithes, and the division amongst the commoners of the share of the forest set apart for them; and enacted that the commoners' share should "remain open and unenclosed for the benefit of "the several other owners or proprietors of "ancient messuages, cottages, enclosed lands, "and grounds entitled to rights of common in, "over, and upon the said lands and grounds "according to their several and respective "rights and interests therein freed and discharged from all forestal rights, and from all "claims of his Majesty, his heirs and successors, "and all persons lawfully claiming under him "or them: save and except such rights and "interests as are hereinafter expressly excepted "and reserved to his Majesty, his heirs and successors." The Act repeats the reservation of minerals in the whole forest to the Crown, and ends with a saving clause saving to the Crown and to all other persons "all such estate, right, title, "interest, claim, and demand whatsoever (other "than and except such as is and are hereby "expressed, meant, and intended to be barred, "destroyed, or extinguished) as they, every, or "any of them had or enjoyed in, to, or out of "the said forest and open commonable lands "and grounds, or could have had and enjoyed "therein in case this Act had not been passed." The allotment set out to the Crown contained about 13,860 acres, and this was sold by tender to Mr. John Stewart, merchant (excepting a certain piece or parcel of land called Wain Liky, containing 240 acres, found to belong to Mr. Rice Powell), but including an allotment of 140 acres awarded to the Crown in lieu of Wain Liky—that reduced the acreage to 13,760—"together "with all mines of coal, lead, ores, metals, and "all other minerals whatsoever in or under the "same, and all other his Majesty's manorial "and other rights, royalties, and privileges in "and over the said several allotments respectively." The conveyance is dated 7th February 1820, and the purchase-money was 15,000*l.* On the same day a conveyance was made to Archibald Christie—I believe he was a nominee of the Mr. Stewart who purchased the other—of the Crown's mineral rights in five allotments containing 1,786a. 2r. 3p., sold by the Disafforesting Commissioners to pay their expenses, and all other rights, royalties, and privileges in and over the same, the consideration being 200*l.* And on the 15th February 1822 a conveyance was made to John Stewart of the tithes in respect of the land sold to him and in respect of the commoners' allotments and elsewhere (excepting what had been sold to Archibald Christie and what had agreed to be sold to John Parton), also all his Majesty's rights and interests in, to, and over an allotment called Wain Dwr, containing 167 acres, and an allotment containing 82 acres (allotted in lieu of tithes), and also mines and minerals and other rights, royalties, privileges, and

Lord *Kenyon*—continued.

interests of every description whatsoever of or belonging to his Majesty in and over the said respective allotments, and in and over the whole of the said great forest of Brecknock, save only and except what had been sold to Archibald Christie and agreed to be sold to John Parton. The consideration for this conveyance was 1,330*l.*, and swept from the Crown the whole of the interest, mineral, and everything else out of the Crown hands, and the Crown has had nothing to do with the Brecknock Forest since.

27,579. The Crown has washed its hands of all responsibility in connection with Brecknock Forest now?—Yes; of course, we cannot be responsible for what we have no interest in.

Adjourned for a short time.

Lord *Kenyon*.

27,580. You mentioned that one of the farms was let by tender. Is that the usual process of the Crown?—Whenever we can do so in Wales we let by tender, and we also, in those cases where we sell allotments under Inclosure Acts, usually sell those by tender. I do not think it is so in England.

27,581. Is that an advisable custom?—At all events it is a convenient one, because we advertise, and we presume that the best offer will be made that we can expect to get; and I think in a public department it is advisable.

27,582. You practically let to the highest bidder?—Yes, to the highest bidder—of course, if his references are satisfactory.

27,583. It is a practice that is rather objected to in a private landowner?—It may possibly have some drawbacks, especially with farms, but this was a small farm, and it was thought better and more convenient that it should be let by tender.

27,584. We have been told several times that there is a great land hunger in Wales, and people are ready to pay more for land than it is actually worth. Therefore, letting by tender would seem to get the class of man you do not quite wish to have, and who offers more than he can really pay?—Inquiries were made as to the sufficiency of the highest bidder. There were only three offers although the farm was advertised.

27,585. In that particular instance?—Yes.

27,586. Perhaps that throws some light on the way in which a State landlord might manage its affairs?—I should not like to commit the Commissioners of Woods so far as England is concerned. I do not know as a matter of fact whether they do usually let by
27,464. tender or not; I should say not. Before parting with that particular farm of Sychnant, I wish to correct a statement I made that I thought it was an old encroachment, and that I could not trace it. I understand the origin of it has been traced, and it was an old escheat escheated to the Crown some 200 years or more ago.

27,587. Have you any knowledge of a place in Denbighshire called Holt?—Yes, I know Holt.

27,588. While you were at the Woods and Forests did you have any correspondence about Holt?—I have had a great deal at various times.

Lord *Kenyon*—continued.

27,589. The people there think they are rather aggrieved by the action of the Crown?—Could you tell me in what respect?

27,590. Well, there is a certain amount of ground in the middle of the village or town which is now very untidy and dirty and waste, and the Crown refuses to part with it, or do anything with it, so far as I understand. I was wondering whether you could help me at all about it?—Is there any name for the ground?

27,591. It is a pool, I do not know that it has a name at all. There is a place called the Wall Garden which adjoins that?—I cannot call to my recollection the exact place. I have nothing before me to tell me, but my impression is that there was a difficulty in parting with it, because it was in the middle of the village and was used as the village green.

27,592. Excuse my laughing at the descriptive term "village green," that is just what it should be.

Professor *Rhŷs*.

I suppose it is green water now.

Lord *Kenyon*.

27,593. It is mostly water and the rest mud. The people complain that the Crown will not do anything to help them. They are very poor, and it is a very small place, and the Crown treats them in rather a dog-in-the-manger style; they will not help them and they will not part with it?—I do not know that there has been any application made about it.

27,594. I am sure there have been several applications, whether to sell or not, I do not quite know?—I do not remember anything for two or three years, at all events.

27,595. Shall I advise the people to keep on making applications?—I think it is very desirable that they should represent their grievances to the Office of Woods, and I am sure Mr. Howard, the present Commissioner, will look into it, and give them an answer.

Mr. *Grove*.

27,596. Could it be easily drained?

Lord *Kenyon*.

It wants a little money spent upon it.

Sir John *Llewelyn.*

27,597. Were you at the Woods and Forests Office in September 1893?—I left in October 1893.

27,598. Did you receive a deputation from the Colwyn Local Board?—Yes, I was present at that time.

See 14,882, 27,609, 28,012.

27,599. We have had some evidence before us as to the action of the local board when we met at Conway on the 23rd of September?—Yes.

27,600. We were then informed that a deputation had waited on the Woods and Forests, in respect of the London and North-Western Railway Company's acquisition of some land?—Yes.

27,601. Can you tell us anything that has taken place with regard to that since?—Yes. The facts are that the railway company are lessees of the foreshore for about two miles, constituting Colwyn Bay, and have been so for many years. They took the lease to enable them to protect their railway, which is very close to the sea there, and to protect the foreshore from any acts being done there which would endanger their line; but they recently applied to purchase a strip along the whole extent, presumably to enable them to widen their line if they desired so to do. A portion of that Colwyn Bay is tolerably wild, and has not many residences abutting on it, but it does abut upon an important watering place — New Colwyn, I think it is called,—which is a place very much frequented in the summer, and a place of some importance. The Commissioner, the late Mr. Culley, thought it would not be right to do anything with the railway company without consulting the local board of this New Colwyn. He accordingly communicated with the local board and asked them what their views were on this proposal of the railway company. The local board held indignation meetings, and at last came up in a deputation to protest against any such grant to the railway company, and Mr. Culley said that they had better go to the railway company and endeavour to make arrangements with them which would be agreeable to them, and that in the meantime, for a certain time at all events, he would do nothing. I understand, that since I left the office the negotiations have practically come to an end; the local board do not seem to be able to come to a satisfactory arrangement with the railway company, and, therefore, the Office of Woods declined to proceed with the application of the railway company, at all events in so far as the portion of foreshore is concerned which is in front of this favourite watering-place of New Colwyn.

27,602. If the negotiations have come to an end I need not ask any more?—They are certainly suspended.

Mr. *Grove.*

27,603. Do you know of your own knowledge that the local board of Colwyn have spent 8,000*l.* in making a new approach down to the sea-shore?—I should not be surprised. I do not know as a fact as to the amount spent, but I have seen the approach, and I should not be surprised if it cost 8,000*l.*

Mr. *Grove*—continued.

Professor *Rhŷs.*

27,604. I suggested a question before, which I will put now, in regard to the sales of Crown rights, such as foreshore and so on. I should like to have some idea as to the procedure—how the sales are advertised and so on—how they are carried out?—The sales are carried out in this way: The Crown has not been in the habit of offering land for sale with the exception of allotments under Inclosure Acts; those have been usually offered after the Inclosure Award has been completed. Being isolated parcels of land it has been thought scarcely worth while to retain them. As to the other lands it has not been usual for the Crown to offer them for sale; the sales are usually in consequence of applications made by perso n desirous of purchasing. In those cases when persons apply and desire to purchase, if it is thought to be desirable that the sale should take place at the proper price, the land is surveyed and valued by a qualified surveyor, and the Commissioner of Woods then fixes the price upon that survey. He is not bound by that valuation; he sometimes asks more than the valuation, but it is founded upon a survey and valuation by a competent surveyor.

See 27,

27,605. That guarantees the land from being sold under its value?—The Act of Parliament requires it, and it was no doubt put in with that object.

27,606. Supposing several people were in terested in the particular piece of land, one man may ask to have it sold to him, possibly the others would not know anything about it. Supposing a great landlord wants to acquire this, some other people may be concerned, and it may be a convenience to them. How is the interest of the others looked after?—Supposing it is waste land over which a great number of persons have rights of common, it is always sold subject to those rights.

27,607. No doubt, but suppose it the case of a foreshore?—In that case no conveyance by the Crown can destroy the public right, whatever that is. As to the rights of individuals I do not know that any individuals have any rights as individuals upon the Crown foreshore but the public have certain rights of approach, landing, embarking, bathing, and so on, and those cannot be taken away. No conveyance by the Commissioner of Woods can take these away, but as to individual rights I do not know that individuals have rights upon the foreshore as individuals.

27,608. I heard some time ago of a foreshore in the neighbourhood of a town being likely to be sold to a great landlord, but the townspeople did not know of it. That would be rather hard on that town. I was wondering whether the Crown in its transactions could guarantee against anything of that sort taking place?—I do not think it would be likely that

Professor *Rhŷs*—continued.

the Commissioner of Woods would sell a foreshore in front of a town to private individuals without informing that town—I should think not—unless there were some special circumstances: that the individuals had some parliamentary right to erect works, or something of that sort.

Mr. *Grove.*

27,609. Go back to Colwyn Bay for a moment, please. Do we understand the position is that the London and North-Western Company can do nothing in that matter because your Office has not given its consent?—Yes.

27,610. Have you seen the evidence of the particular witness that we allude to, given at Conway?—No, I am afraid I have not.

27,611. Where he says there was a resolution expressing something of this sort, "That in the event of the Company acquiring the property, it would be fatal to the interests of the district." They put it very strongly indeed?—They did.

27,612. And at the present moment the position is blocked because you refuse consent?—Yes. What Mr. Culley told the local board was, "You had better go and settle this matter "with the railway company, and in the mean-"time I will do nothing."

27,613. Should we be right in assuming that nothing can be done to alter the present position without the consent of your Office?—Yes, certainly because the railway company have a lease, but I think they are prohibited from executing any works, because it was granted to them merely for protection purposes, and they pay a nominal rent, therefore they are not entitled to execute any works whatever.

27,614. And I think the local board there have a right over the part leased to the railway company, to get down to their boat-house?—They acquired that, I think, from the railway company.

27,615. A great deal of evidence has been given to us with regard to the foreshore at Swansea, and a dispute between the corporation and the Duke of Beaufort. Do you know anything of that. Did it come under your cognisance officially in any way?—I know nothing whatever of it.

27,616. And the disputes more or less; I will not say they are very much of disputes, but various negotiations at any rate at Cardiff have taken place between the corporation and the Marquis of Bute. Have those come under your official cognisance in any way?—Not any disputes. We have disposed of some foreshore in that neighbourhood for purposes connected with the port and harbour. Some of the foreshore there belongs to the Crown, or did belong to the Crown.

27,617. Have you any existing rights now at Swansea?—I am not aware of any.

27,618. But you still have at Cardiff?—I doubt whether there is much left, but it is now under the management of the Board of Trade. All the foreshores, except those which the Crown had already dealt with, were transferred to the

Mr. *Grove*—continued.

management of the Board of Trade by the Crown Lands Act, 1866.

27,619. When you disposed of certain rights over the foreshore at Cardiff, to whom did you dispose of them?—There was one conveyance to the Baroness Windsor, I think that was outside—at Penarth. There was a very old one, and I really forget who it was to, but I think it was to trustees for one of the landowners there. That was many years ago. I think there was a small one, more recent, but I am afraid at the moment I cannot refer to it—it was only a small thing.

27,620. Assuming there were rights by the inhabitants, were they guarded in any way at that time?—No. I think not, because there were Acts of Parliament authorising works for the extension and the improvement of the docks and harbours which override all public rights.

27,621. You have explained that where a public Act of Parliament is obtained for improvement works, you generally give your consent?—Yes.

Sir *John Llewelyn.*

27,622. Have you any single instance that you can tell us where the Crown foreshore rights have been parted with to individuals?—Many.

27,623. To individuals?—Yes.

27,624. In recent years?—Yes. Where a man has property abutting on the shore; I mean property not in front of a town, or in a populous place—a man has a manor for instance running down to the shore—we have frequently sold the foreshore to the owner of the manor or the owner of the land to enable him to have the full control, and protect his frontage from depredations by persons taking the sand and letting the sea into his land. If the foreshore is not to be retained in the hands of the Crown as being the protectors of the whole country, it is better in the hands of the *ex-adverso* proprietor; he looks after it for his own protection.

27,625. One further point. Have you ever parted with the foreshore to any individual other than the owner of the adjacent soil?—I do not remember any case, except, as I say, where the individual or a company have acquired parliamentary powers to execute some work.

27,626. The case of a company, I can quite understand?—I cannot call to mind any other case.

Mr. *Grove.*

27,627. You told us before the adjournment, that it would take a lifetime almost to make a record of the grants which had been made from time to time, and the sales which had been effected of the Crown rights in the Welsh lands. I suppose it would be a work of vast magnitude?—As to sales the difficulty is not so great. As to sales you will find the sales, from 1784 up to the present time, published; but before that time, Crown land was, as it were, granted—it was a different form—and if you go back to anything like the Conquest the work would be, so far as I have any experience, almost endless.

See 27,460.

Mr. *Grove*—continued.

27,628. You say that some part of that information has been published—the sales from the year 1784?—Yes.

27,629. Where could they be obtained?—From 1784 to 1831, the information is in Parliamentary paper 128 of 1831; from 1832 down to 1848 is in the report of what is called Lord Duncan's Committee. I am afraid I have not the reference to it, but it was a Committee of the House of Commons, of which Lord Duncan was the head in 1848–9. They are thick volumes, and they give schedules of every sort, sales and leases, and all the fee farm rents are set out.

27,630. Is there anything since that again?—Since that I am afraid the annual Reports of the Commissioners of Woods would have to be referred to—each annual Report—to get a complete list. My colleagues have been kind enough to make out for me a schedule of all the sales since 1848 in which the purchase money has amounted to 100*l.* and upwards. If that is desired I can put it in. It gives a complete list of the sales since Lord Duncan's report where the purchase money is more than 100*l.* It is not complete, because if we had all the encroachments and all those little things under 100*l.* it would have been a very bulky and unwieldly return.

27,631. Would you allow me now to ask you a question about Brecknock Forest? Do we gather that the Crown have parted entirely with their rights there?—Yes.

27,632. I suppose you are acquainted with the fact that the commoners recently, or some two years ago, promoted a Bill for securing, as they thought, to themselves certain rights, but I think the Bill was withdrawn?—Yes, Mr. Lloyd was kind enough to consult me about the Bill, and the Bill was withdrawn from some threatened opposition, but of course I know nothing about the opposition; I do not know the nature of it, the ground of it, or anything at all about it.

27,633. You perhaps did not follow at all the history of the Bill, to see what it was that the commoners were claiming?—I did read the Bill: Mr. Lloyd was good enough to consult us about it, and I think I pointed out to him that the Bill was defective, and I fancy would have had to be remodelled even if it had not been opposed.

27,634. Perhaps it is hardly right to ask you if you know whether there is any intention to proceed again on new lines?—No, I have no knowledge.

27,635. Because it is a matter which will come before us when we go into that county. Therefore we should like to have the opportunity of getting all the information we can?—No, I have no knowledge.

Mr. *Seebohm.*

27,636. The result of your evidence as regards what was left in the Crown of actual freehold, was very clear that there are only about 1,000 acres, roughly speaking, 900 acres?—Yes, that is freehold.

Mr. *Seebohm*—continued.

27,637. The rest of your property is what may be called lordship rights?—Yes.

27,638. I want to ask with regard to the mountain pastures, which I suppose are the chief area in which the freehold is still left in your hands, apart from the 900 acres, how far, when grants have been made, they have included the land over which there was right to pasture, or whether the mountain pasture still remaining in your freehold has rights over it, belonging to the tenants or occupiers of those who have received grants?—I have not any very precise information on the subject, but my impression is that you would find cases of both sorts, cases in which Crown grantees have been granted only certain defined lands, which, being freeholds in the parish, are entitled to rights of common over the Crown waste, and also certain cases in which the Crown not only granted the ancient inclosed land, but also by what law I do not know—I am speaking of old days—granted some of the waste to be held with that land. That I think may indicate that at that early time that waste was probably occupied as some of the wastes now are, in the form of sheep walks; that is, that each person having a right of common, instead of sending his sheep over the whole common, sends them over that portion of the common which is most convenient and most accessible from his freehold land, and that gradually creates a right, and that is called a sheep walk. It does not give him the freehold of the sheep walk.

27,639. That being so, retaining the lordship over these lands, have you maintained in any way the manorial courts, or any other courts which would have jurisdiction over the commons?—In some cases the courts are held regularly, and in some they have fallen into abeyance. It is rather difficult to revive a court when it has been allowed to lapse for a great many years, but in a good many of our lordships, the courts are either held regularly annually or in some cases every two, three, or four years.

27,640. In those instances where the courts are still held do they consider they have jurisdiction over the commons—say the court baron or whatever it is?—They present encroachments and fine people, and it is from those presentments they are fined. Until we get a regular survey and valuation, we make the people pay nominal acknowledgment for these encroachments, which are presented.

27,641. But taking as an instance the survey of the manor of Penllyn, which extends so far as the lordship is concerned over so many of the commotes of Merionethshire, under the Woods and Forests, there would be hardly any provision for the protection of the common rights of the lesser tenants, would there?—The Crown has never presumed to meddle with the common rights, either for their protection or anything else. We consider that the commoners as a body are fully entitled to maintain their rights, and that they can do so if they will, without any assistance from the Crown.

Mr. *Seebohm*—continued.

27,642. Then that being so, we have had brought before us cases in which (where land is let simply to individuals pursuing their rights) the larger commoners oust the little ones, and it has been found that after a course of time very few of the small commoners remain, and the larger farms have got nearly the whole of the common rights in their possession. Would you say that that was the fact in the districts where the Woods and Forests still have control over the mountain pastures?—I should hardly think so. At the same time our knowledge on the subject of the common rights is extremely imperfect, because, as we say, everything we do with the Crown waste, whether we sell it or whatever we do with it, is subject to the rights of the commoners, and they must look after their own rights; the Crown has quite enough to do to look after its own rights.

27,643. Then that brings us to the point that we had brought before us on the Scotch evidence, that there has recently been an Act passed giving each village or each parish or each district the power to appoint a committee to arrange with regard to the use of the commons and the stint of the common, and I presume at the same time also in some way or other to protect the rights of individuals. Would you say that this was a crying want in Wales?—I never heard of its being anything like a general grievance, but what you suggest seems to be a very good way. Of course, with commoners, unless they unite, it is like the bundle of sticks, each commoner has not much power himself, and therefore it is desirable that there should be some means of uniting them so as to protect their own interests.

27,644. The breaking down of the manorial system has left the small commoners without the protection which, probably, they used to have in the old days, when the manorial courts were regularly held, and were a power?—Yes. I do not know that the manorial courts necessarily protected the commoner's rights, because the encroachments upon commons were presented as encroachments upon the rights of the lord rather than upon the rights of the commoners, and in, I should think, the great majority of cases the encroacher himself was a commoner.

27,645. Do you happen to know of any case on your mountain pastures, where the tenants put their flocks together under one shepherd, and have any arrangement of that kind?—No, I do not remember such a case.

Mr. *Richard Jones.*

27,646. There is one question which I should like to ask with reference to the evidence of Mr. Darbishire. He made a statement to this effect, that the manorial rights of the Crown have been sold to Mr. Sudbury?—Could you say where Ffrith fawr is. I have not been able to find it.

27,647. It is near Penmachnawr?—Yes, but that is rather wide. I cannot find Ffrith fawr.

27,648. Mr. Darbishire is called at page 723, question 15,714. You will find the name Ffrith fawr in 15,718?—Yes, but I do not find it anywhere else; I do not find it on the Ordnance.

27,649. Is it possible that it would pass under some other name?—The only presumption I have been able to make is that it is a block of land to the east of Graig lwyd, but that is called Ffrith fach, I think, or some such name as that.

27,650. Possibly it is the same?—It may be the same.

Professor *Rhŷs.*

27,651. Ffrith fach, is it, or Ffrith fawr?—I have not been able to find Ffrith fawr. I suppose it is known by that name.

Mr. *Richard Jones.*

27,652. At any rate this is the question which I wanted to ask: When the Crown has sold its manorial rights to a private individual, has that individual afterwards power to prevent encroachments?—Yes, the individual has the same power as the Crown has, precisely.

27,653. According to Mr. Darbishire's evidence, he makes out that he had not any power to prevent it?—Yes, so I understood him.

27,654. And he suggested that that power should be extended to some local authority to guard the rights of the public in a case of that kind?—Well, if I were the owner of a tract of common land which I had secured from the Crown or anybody else, I should be very happy if some local board would take care of it for me, and prevent people from encroaching on it. As to whether that would be right or not, I do not express any opinion.

Mr. *Griffiths.*

27,655. You told us just now that some of the tenants of the Woods and Forests had not paid their rents for a great many years—some over 60 years?—Yes, some of these old fee farm and collection rents. A great many have been lost on that account.

27,656. How do you account for that having been neglected?—Because of the great difficulty of identifying the premises in some cases, and in some cases of identifying the persons who are liable. After a lapse of years those difficulties increase so much that it is difficult to overcome them in some cases, and in some cases the Crown rentals themselves are to a certain extent defective, I have no doubt. I think reference has been made to one Parliamentary paper already, in which the spelling is all wrong—the names are entirely wrong—and that is one cause of the difficulty in recovering these rents.

27,657. Then the Woods and Forests sent round and made a fresh claim upon the different people, did they?—They make a claim every year until the thing is lost.

27,658. I mean upon some of these places where they had not paid for so many years?—Oh, where they know whom to apply to, they make a claim, but that is one of the difficulties they have to meet.

ee 5,714–48.

Mr. *Griffiths*—continued.

27,659. Did all those people that the claims were made to, pay?—Some may pay and some may not.

27,660. Were these people not ignorant of the fact that, after a period of 60 years had elapsed, they had any occasion to pay?—You are speaking of those who have not paid for 60 years or more.

27,661. But do you not think that they were unaware that they had to pay after 60 years had elapsed?—I think most of them know. I do not know that we have for many years collected a rent of more than 60 years in arrear.

27,662. But has not there been an attempt to collect rents by the Woods and Forests within this last 20 years—a fresh attempt upon many places where they had never paid any rent?—No, I do not think so.

27,663. Or within the last dozen years?—No. If you point to some particular instance I can perhaps bring it to mind.

27,664. I am referring to the county of Pembroke and to the bottom part of Carmarthenshire?—No. I do not remember it in either of those counties. I cannot call to mind any rent which has been in arrear 60 years, which has been re-demanded.

27,665. I cannot say for how long, but a claim has been made upon land that had never, or rather in the present generation, had not paid anything, and many of them paid when the claim was made?—It may have been the present generation, but 60 years is the limit. We do make claims within 60 years, though it may be 50 years.

27,666. But I am inclined to think then that the claims were made for more than 60 years, and those who really had no occasion to pay have paid?—I do not know of a case. I cannot call to mind a case. I should be very happy, if you could point to one, to investigate it, and bring the facts out.

27,667. I will consider that afterwards. Some of these places were sold as well. Did the tenants have the first chance of purchasing these small places?—The encroachments?

27,668. Yes?—They are invariably sold to the persons in possession.

27,669. When these encroachments were made, they were generally made by the people building houses and inclosing some land?—Enclosing land at all events, and in some cases building houses, small cottages.

27,670. Do you not think that the Woods and Forests encouraged these people to encroach upon the land—that they were allowed to go and take a bit of ground and build upon it?—No, it can scarcely be called an encouragement to a man to make him pay for what he has done.

27,671 Yes, but they did not pay. I know of instances where they never paid—where they built a house in one night, and lived a twelvemonth in it, and inclosed a portion of ground, and paid no rent?—But those must be either very old cases, or cases in which we have not got a fresh survey and valuation. We cannot survey and value these every year; sometimes there is

Mr. *Griffiths*—continued.

a lapse of 10 or 15 years between one survey and valuation and another, because it is an expensive business having these surveys and valuations. Either it must be a case within that period, or else it must be a very old case.

27,672. It is within a late period. You have some Crown lands in Pembrokeshire; in this list which you have handed in to us there is no mention of any?—I do not think there are any in Pembrokeshire.

27,673. You have some manorial lands?—I think not. There is no manor that I am aware of belonging to the Crown in Pembrokeshire. There used to be a manor of Fishguard, which was sold many years ago.

27,674. Then there are manors in different counties which are sold to other people, and the Crown have nothing whatever to do with them?—That is so.

27,675. You stated that some of these people did not pay their rent. Is there much rent in arrear now; or are you paid the rent regularly?—There are always rents in arrear. The arrears are small comparatively, but, as I explained to the Commission when speaking of the *Nullum Tempus* Acts, the operation of the last *Nullum Tempus* Amendment Act was to sweep away every rent which was more than 60 years in arrear.

27,676. Then you gave us a table of the advances in the rent after so many years in different periods. Was the mineral on those lands the cause of the increase in value, or was it the agricultural value of the land that increased?—The minerals principally; but then, as I explained, during that period between 1848 and 1850, landed property had been sold to the extent, I think I said, of 151,000*l.* I can give you the details of the revenue for the last year—1893. "Fee farm, quit and other unimprovable rents, 1,743; rents of land, &c., 3,928*l.*; rents of mines" (one-half of which is placed to capital), "7,793*l.*"

27,677. Then the Woods and Forests have nothing to do with all the copyhold property that we see in the country?—No; only within its own manors.

27,678. Is it possible to get a list of the foreshores that have been sold by the Woods and Forests?—It will be found in that paper which I handed in.

Mr. *Brynmor Jones.*

27,679. I think, Mr. Sowray, I may conclude, from what you have told us, that in former years the Crown property in Wales was much neglected—not by your Department, but at any rate by the Surveyor-General?—I think at one period there was less attention paid to the land revenue in Wales than perhaps might have been paid. It was an obscure subject; a subject that required a good deal of investigation, and I think it was perhaps not looked after so well as it might have been, and that you will find an indication of in the statement I gave of the revenue at different periods. I think that it went down considerably in 1816, and about that time there were other things of more pressing

Mr. *Brynmor Jones*—continued.

importance which the Commissioners of Woods had in hand, and perhaps Wales was not so much troubled about. Then a receiver was appointed—Mr. John Wilkin—about 1820. He really worked up the Welsh revenue, and saved a good deal of it from loss.

27,680. Then, judging from your own knowledge of the past, as gathered from your experience in the Department, the more vigorous preservation of the Crown property in Wales would date from the receivership of Mr. Wilkin?—I think so.

27,681. But it is the fact, is it not, that there was a good deal of agitation in divers parts of Wales, in the thirties, for instance, in consequence of the action, I do not say of Mr. Wilkin, but of the Crown authorities?—I think there was, but I think it was a little later than 1830, I am not sure.

27,682. I said in the thirties?—Yes, I think so. Mr. Wilkin was complained of, I think, in the House of Commons, and Mr. Attwood, whose speech I think I have seen, made a speech in defence of Mr. Wilkin and in defence of the administration of the Crown property. I think that was in 1837, but I am not sure.

27,683. What was the nature of the complaint against Mr. Wilkin?—That he was raking up old claims, and generally irritating and annoying the subject.

27,684. And the complaint chiefly came, I suppose, from the gentry?—I think it did, but my recollection is not only the gentry, but the middle and the smaller proprietors were angry as well.

27,685. But from proprietors of land, not from squatters and cotters, and such people?—No, perhaps not so much from the squatters; I do not remember that so much, but I am quite sure that the complaints came from others than the large proprietors: that they were not the only complainants.

27,686. Do you think, comparing the extent of the Crown rights, say, in the time of the Stuarts, and the site of the Crown property in Wales at that time, that the Crown lost much by neglect?—I think there is no doubt the Crown has lost. I do not know that it lost much between the Conquest and Henry VIII., because, although the kings between those dates were extremely ready in making grants to their favourites, they were equally ready to resume them, and if you look at the forfeitures and resumptions and escheats made by one king of what his predecessor had granted, I do not think there was very much lost between those dates. But when it came to the Stuarts, the Stuarts granted, but there were fewer resumptions.

27,687. It appears, from some documents which were laid before us in Carnarvonshire, that there was a further agitation about 1848 in North Wales. Do you know anything about that?—No, I have no recollection about that. That was about the time of Lord Duncan's Committee, when the land revenues generally were inquired into; but I have no distinct recollection of any agitation at that time. There may have been, but it was before my time, and I may not have come across it.

27,688. You have put in a list of the sales and grants, and so forth, made during recent years. Is it the fact that very often these sales led to a considerable hardship in regard to the people living upon the manors that were sold, and some considerable disturbances, law suits, and so forth?—No, I am not aware that that is so.

27,689. Let me give you an instance. You will hardly remember this, but perhaps you are acquainted with the sale of Iscoed manor in the county of Radnorshire?—Yes.

27,690. That appears to have been surveyed and valued in 1822, and then it appears to have been sold about 1826, I think. The original conveyance is dated the 30th December 1826, and it is a certificate in form of the conveyance of this manor to James Watt for, I think, something over 1,000*l.* to 1,200*l.* Shortly afterwards, it appears from the return which I hold in my hand, which is a return ordered by the House of Commons to be printed in 1839, that a Mr. Guy Parsons writes to the then Prime Minister, Mr. Guy Parsons having been High Sheriff of the county of Radnor, I believe, and in his letter he calls attention to the consequence of this transaction between the Crown and Mr. Watt. He says: "The happiness, comfort, "and good conduct of hundreds of poor cot-"tagers and their families are involved in the "decision, and upon this ground alone I claim "your Lordship's attention." He goes on to point out the nature of the grievance. It appeared in substance that the purchaser from the Crown was exercising the manorial rights in a way very different to that in which the Crown had attempted to exercise them. That is what I understand the gist of the complaint to be. He says: "If the assumed rights of the lords "of the manors be allowed, it is impossible "to describe the extent of misery which must "inevitably follow to the families of that "numerous class of men, the mountain-lotters, "who are now, and for many years have been, "in quiet and peaceful possession of the little "sheltered houses they have by their own "labour secured from the waste lands." The upshot of the correspondence appears to be that the Crown leaves things as you have described, as they are, leaving the parties to the courts for redress of any grievance. Of course I am not now suggesting any points of law, but is it not the fact that the sale of these manors has led to difficulties such as are pointed out by Mr. Parsons?—I remember in the case of some of those manors in Radnorshire there was a difficulty raised when the purchaser claimed the right to the encroachments—I think not only to the encroachments within 20 years, but also to step into the shoes of the Crown and take the encroachments up to 60 years. I think there was some difficulty of that sort, but the whole question about the manors arose from this, that the Crown at that time granted the manor and all its appurtenances, and therefore granted

Mr. *Brynmor Jones*—continued.

the right of the Crown to the encroachments. There is no doubt that there was a defect in that. I am not here to blame my predecessors of those days, neither is it necessary, I suppose, that I should defend them; but I can only say that I have never in my time known an instance of a manor being granted, and whenever we grant waste we carefully exclude all the encroachments excepting those encroachments which are certified to be in the possession of the purchaser or of some tenant of his.

27,691. Coming again to the Great Forest of Brecknock case for one minute, there it clearly appears, does it not, that the Act of 1815 was a distinctly disadvantageous Act in the public interests and in the interests of the Crown. What is your opinion about that?—No, I do not think so. It was in accordance with the policy which had been pursued for many years afterwards—that policy of inclosing all those uninclosed waste lands with a view to their better cultivation and getting a larger supply of food for the people from the lands in this country. That was the idea then, and a 100 years ago; all the writers were pressing for the inclosure of the waste lands of the whole of the country.

27,692. From Fordyce's reports no doubt that clearly appears, but surely that must be land that is, fairly speaking, likely to be reclaimable at a profit?—Yes.

27,693. How can any one, who knew of the 40,000 acres in Brecknockshire, have ever supposed that in 1816 or in 1819, for the matter of that, it would be worth anybody else's while to attempt to reclaim that—for agricultural purposes I mean?—I fancy some portion has been reclaimed, because I have heard of plantations in that neighbourhood, and I fancy there are plantations on some of that land, and if you go to some of the Merionethshire lands which have been inclosed, I think you will find that some of the allotments made to private individuals, which are in a favourable aspect, have been planted.

27,694. Yes, but in fact it is rather a historical question than a question upon which I think you would have any special knowledge, that on these 40,000 acres from the Great Forest of Brecknock several very important rivers for Breconshire and Glamorganshire spring down, do they not?—I believe they do.

27,695. What can you suggest to defend the Department for having shown some want of foresight, having regard to the disposition of the 40,000 acres, when they must have known that in time this water would become very valuable?—Supposing the water is of so much value, I presume it must be valuable for some large town or city which requires a water supply.

27,696. Quite so; in Radnorshire there is an instance at present of water being taken to Birmingham?—Yes, but I do not see that that water in the Forest of Brecknock is less accessible now under Parliamentary powers than it was when it was in the hands of the Crown. The Crown would require to be paid for it just as much as a private individual, and we have recently been paid by the Birmingham Corporation for certain mineral rights that they wanted to secure of ours in Cardiganshire.

Mr. *Brynmor Jones*—continued.

27,697. Surely it is easier to deal with one proprietor than several if you are acquiring land?—It may be easier, but still it is possible to acquire it otherwise.

27,698. Would you agree with what was advanced by the promoters of the Brecknock Forest Bill of 1893, that this transaction of 1815–19 has inflicted serious permanent injury on the farming industry of Breconshire. I do not know whether they say it in the document which you have got there?—I would rather not go into the assertions in the preamble. I really do not know whether good or injury has been done, but as to the general idea of the Bill, supposing the commoners' allotment to be as it was when the inclosure took place, there seems to be no reason why there should not be some arrangement made for regulating it and protecting the interests of the commoners under it.

27,699. The Crown has the mines and minerals, I take it?—No, it has sold everything. It has no interest whatever left.

27,700. Do you recollect to whom the Crown sold the portion of the Forest of Brecknock that was assigned to it?—Yes, I have given that information. The greater part was sold to a Mr. John Stewart, a merchant. There were two conveyances.

27,701. Yes; I see we have got those. Coming for one moment to a matter again of rather historical interest than anything else, I find in the return of 1835 that J. A. Dawkins is mentioned as a steward, Sir Watkin Wynn is mentioned as a steward, and so on, at certain salaries which are very small. Had they any rights as stewards to the occupation of any portion of the Crown demesne?—No, not now.

27,702. Had they then?—I believe in old times there was some right of that sort.

27,703. Because I see that some complaint is made of improper exercise of authority by the stewards—their affecting to have greater powers than they perhaps legally had?—I think there is only one steward now who is appointed outside the Office (all the others are merely servants of the Office) and that is the steward of the lordship of Bromfield and Yale, and the salary attached to that Office is 10*l.* a year. That I think is the only stewardship.

27,704. Does he have any dwelling-house in addition?—No.

27,705. Nothing but that?—Nothing but the 10*l.*

Mr. Seebohm.

27,706. May I ask whether that manor remains in your hands?—Yes, it is a very large manor.

Lord Kenyon.

27,707. Sir Robert Cunliffe is the steward, is he not?—Yes, Sir Robert Cunliffe. It is rather a lordship than a manor.

Mr. Brynmor Jones.

27,708. I should like to call your attention to a sale that took place on the 28th August 1858 of "the Crown interest in the site of the Castle "and in several pieces or parcels of unenclosed "waste lands containing altogether about 30 "acres 3 roods situate in the parish and borough "of Criccieth, County Carnavon." That is the castle which I suppose one still sees?—Yes.

27,709. Did the Crown often part with historical monuments of that kind?—No, it was rather exceptional, and it was disposed of in consequence of the Commissioner of Woods hearing that the Castle was one which was rather dilapidated and wanted some money spent upon it, and the principal landowner came forward and I think gave the Office to understand that if they sold it to him, he would keep it up, and it was therefore sold to him with the waste land. That waste land is now I think a recreation ground. I was there last autumn and the Castle is very nicely kept.

27,710. I see the purchase money was only 175*l.*?—Well, to anyone who was not prepared to spend money, the Castle, at all events, was not worth much of course.

27,711. The conveyance was to the Trustees of the settled estates of William Ormsby Gore?—Yes.

27,712. Was there a covenant in the conveyance that the Castle was to be repaired and kept up?—I cannot say whether there was any covenant or not.

27,713. Can you recollect any other instance of that kind?—No, I think not. I think is the only one. Of course the castles have been granted away in former times—ancient times.

27,714. Is there any manor in Pembrokeshire?—No, I do not think there is any Crown manor.

27,715. It is not put in this list, but you say that this list, or return made to the House of Commons, was not a very trustworthy one. Mr. Griffiths suggests to me that Manor Bier for instance has a castle which is in private hands now too?—Yes.

27,716. And Pembroke Castle?—I think you will find there are some ancient grants.

Lord *Kenyon.*

27,717. Very likely, similar to Ludlow and other places?—Yes.

Mr. *Brynmor Jones.*

12,219. 27,718. Then there is another conveyance of 1858. I do not know whether you had anything to do with that. When did you go to the Office, Mr. Sowray?—I went there in 1852. It seems a very long time ago.

27,719. This is a conveyance to the Hon. Edward Gorden Douglas Pennant of "the Crown's interest in several parcels of uninclosed waste land, containing together about 6,129a. 0r. 3p., and in a piece of land inclosed from the waste containing about 6a. 0r. 27p. situate in the parish of Llanllechid, also in several chief rents or quit rents, amounting together to the

Mr. *Brynmor Jones*—continued.

sum of 6*l.* 9*s.* 10*d.* per annum issuing out of lands, tenements, and hereditaments within the same parish—co. Carnarvon. What was the nature of the Crown's interest there?—The usual manorial right—the right to the soil and the freehold, subject to the rights of the commoners.

27,720. Are the minerals excepted in that?—The minerals were excepted.

27,721. Do you in the public interest approve of such a conveyance as that to a private person of uninclosed waste, subject to manorial sub-common rights?—Where a large land-owner owns nearly the whole of the common rights, or a large proportion of them, and his estates partially surround, if not entirely surround, the waste, I do not think it is an improper thing that he should have the freehold of those wastes, subject to the rights of the commoners, whoever may have rights besides his own tenants.

27,722. Then the real fact is this, that if the person who acquires the 6,000 acres is able to maintain lawsuits freely against the commoners and put the commoners to proof of their rights, his possession may be very advantageous, may it not?—If the commoners do not protect themselves.

27,723. Quite so, but then the Crown is more or less amenable to something more than public opinion; it is amenable to the opinion of the House of Commons, for instance; a private individual may not be?—Yes, but my recollection of that case is, that nearly the whole of the rights of the common belonged to Lord Penrhyn, and it was not thought objectionable that he should buy it.

Mr. *Seebohm.*

27,724. May we have the price in that instance?

Mr. *Brynmor Jones.*

1,739*l.* 10*s.* for 6,000 acres odd.

27,725. What are the usual terms that you make with persons anxious to quarry slate and other minerals?—I understood that the mining and quarrying was not one of the subjects you wished me to give evidence upon.

27,726. I am not going into it in detail at all. You reserve a royalty, I think?—We reserve a royalty, sometimes a tonnage royalty, sometimes a proportion.

27,727. For what length of term is the lease generally made out?—Formerly we could only grant for 31 years. That was the utmost limit, but under a recent Act, the Commissioners of Woods can now grant mineral leases for 63 years. It depends on the nature of the property as to what the length of the lease should be.

27,728. Can you give me any information about a property in Anglesea, with regard to which I think some evidence was given before the Commission, viz., Towyn Trewan?—Yes. See 18,560, 18,684.

27,729. Is it a fact that there was a conflict with the Bishop of Bangor as to the ownership of that?—Yes, and one portion was found to

Mr. *Brynmor Jones*—continued.

belong to the Bishop, and the other to the Crown. It was settled at last, I think, by arbitration.

27,730. Do you know whether it is a fact that after the arbitration, and the Commissioners had sold the surface-rights in the part allotted to them, or a portion of it, the assignee or grantee endeavoured to make the commoners pay for putting their sheep there?—I heard there was some dispute between the purchaser and the commoners, but I have no recollection as to what was done.

27,731. We have several instances. Is it not the fact that in most of the sales that have taken place, by the Commissioners, to private individuals in Wales, the result has been law-suits and difficulties?—No, I am not aware of that.

27,732. What I am informed is, I do not know, of course, whether it is accurate, but you can tell me, that a small portion was afterwards conceded by Captain Thomas to the commoners, or some arrangement. I suppose that some arrangement was made between Captain Thomas and the commoners. That was after a law suit. We have had some evidence about that. The costs came to about 2,000*l.* Have you heard of that before?—I cannot say I have, I may have heard of it before, but I know very little about it. The greater part of the common is sand.

Lord *Kenyon.*

27,733. I have several questions handed in, with which I shall have to trouble you, Mr. Sowray. First of all, these are some questions by Mr. Vincent: "To go back to the annexation—do "not some authorities hold that the 'free "tenants' were treated with distinct favour "while the lands of the *taeogs* passed to the "Crown, and then were for the most part sold "to private owners"?—I think I commenced my evidence by expressing my ignorance of the ancient tenures. I really am scarcely prepared to answer that question.

27,734. "Do not the lists of Sheriffs and "Members of Parliament given in *Mona Antiqua* "tend to show that the Welsh tenants were not "dispossessed." There is a list in a book produced?—I have seen the book. I have no doubt a great many of the Welsh persons were either granted or allowed to retain possession of what they were found in possession of, on the conquest of Wales. What they paid, or what the arrangement was, I do not know, but it is unreasonable to suppose that the English King should turn all the Welsh out of Wales.

27,735. You think it does go to show that the tenants were not dispossessed?—Oh, decidedly.

27,736. "Does your general knowledge enable "you to say that the opposite course was "pursued in Ireland, and that there the native "chiefs were dispossessed?"—I am afraid I am not prepared to go across the channel to Ireland.

27,737. "Referring to the evidence of Mr. T. "Prichard, of Llwydiarth Esgob (19,367), can

Lord *Kenyon*—continued.

"you tell us whether the Woods and Forests "compelled the people of Gwalchmai to buy the "chapel, which they had themselves built? "Was not this considered a hardship?" Mr. Prichard said they had built a chapel, and when this was inclosed they had to pay 23*l.* to the Crown?—There was a chapel on Gwalchmai Common, and this chapel was an encroachment upon the common, and was dealt with as other encroachments. It was a chapel, house, and garden; whether that means that the minister had a house and a garden attached to the chapel I do not know, but there was a chapel, house, and garden according to the survey. It was encroached in 1822, and it was sold to trustees for the chapel in 1870.

Professor *Rhŷs.*

27,738. Was this encroachment the usual three acres odd?—I have not the measurement. I think it was smaller than that.

Sir *John Llewelyn.*

27,739. Can you tell us the amount for which it was sold?—I am afraid I have not the exact amount, but I think it would be about 23*l.* I think I remember looking at the valuation, and I think that was the figure; I am not sure.

Lord *Kenyon.*

27,740. Was it considered a hardship?—I have no recollection.

27,741. They did not complain to you?—I cannot say, I do not remember. I have no recollection of any complaint.

27,742. "Have there not been numerous "complaints of harsh treatment of squatters by "the department? I refer particularly to the "common of Towyn Trewan in Anglesey?"—That was the common we have just been speaking of. See 1

27,743. Yes, which Mr. Brynmor Jones referred to just now?—Before the common was sold there were only two or three wretched little hovels on the common, and we had some trouble with those people, because they were so poor that they could not pay anything, and I do not know that they ever did pay anything; but at the time the common was sold, the encroachments on Towyn Trewan were very small and not worth speaking of.

27,744. Is your answer to that that there were not numerous complaints then?—Well, I think, I might safely say so.

27,745. "Where, for example, the tenant of "Cerrig Llewelyn squatted accidentally to the "extent of building the corner of a cow-house on "to the common, did not the department try to "obtain a rent out of him, the owner?"—I think I remember a cow-house at the corner; and, of course, the encroacher was asked to pay as all other encroachers are.

27,746. Did he pay?—I really forget. We had some trouble with him I know.

Mr. *Seebohm.*

27,747. Mention was made in your answers to Mr. Brynmor Jones of the Manor of Bromfield and Yale. I think that was the manor in which, in the time of Queen Elizabeth, the copyholders had given them leases from 40 to 50 years?—I think I have seen a reference to it.

27,748. Do you think that arrangement is now going on—that that custom still exists?—The question has never been raised in my time.

27,749. You are not aware whether there are copyholders still existing?—We have never supposed there are any copyholders there.

Lord *Kenyon.*

27,750. With regard to asking for these rents which have not been demanded for a great number of years, would not the complaints be from those people who thought they had become proprietors?—No doubt.

27,751. And those for the most part were the smaller people?—No; far from it.

27,752. But would the larger proprietors become possessed?—The larger proprietors have the same right to take advantage of time as the smaller ones.

Mr. yd's lence, h Day.

27,753. There are a number of questions put by Mr. John Lloyd: "Did not the commoners of "the Great Forest of Brecknock surrender to "the Crown their commonable rights over the "13,760 acres allotted to the Crown?"—They did not surrender their rights; they were taken away from them by the Act. The Act abolished the rights of common over the Crown allotments.

Professor *Rhŷs.*

27,754. Which Act was that?—That was the second Act.

Lord *Kenyon.*

27,755. "Did not, as part of the bargain, the "rights of the Crown cease over the remainder, "except as expressly reserved by section 17 of "58 George III. cap. 99; and whether the only "express reservation was the reservation of the "mines and minerals?"—There was the reservation of section 18.

27,756. What is the reservation in section 18?—"Saving to the Crown, and to all other persons "all such estate, right, title, interest, claim, and "demand whatsoever (other than and except "such as is and are hereby expressed, meant, "and intended to be barred, destroyed, or "extinguished) as they, every or any of them, "had or enjoyed in, to or out of the said forest "and open commonable land and grounds."

27,757. "What is the meaning of the paragraph in the report of the Commissioners of "Woods, 1823, which says: 'In compensation "for all the rights of the Crown over that "barren and extensive waste.'" Can you "explain that paragraph?—I am afraid I am hardly in a position to explain a paragraph in the report of the Commissioners, who made their report before I was born. I cannot say what that meant.

Lord *Kenyon*—continued.

27,758. "What was the cost of the enclosure scheme"?—I have no information I am sorry to say. The expenses were to be paid by the sale of land, I think, so that the Crown knew nothing about it. I do not know how much they sold.

27,759. "And who paid the cost?"—It was paid for by the sales. The Commissioners sold, and took the money, and paid themselves out of it.

27,760. "What has been the result on the "agriculture of the district?"—I do not know that district at all, excepting I have heard there are some plantations there.

27,761. "Whether it has come to the know-"ledge of the Crown, that frequent lawsuits have "resulted from the unsatisfactory condition in "which matters were left under the enclosure "scheme?"—Is that relating to Brecknock.

27,762. Yes, I suppose to the same common?—All that I have heard has been recently, in consequence of the movement by some gentlemen on behalf of the commoners, to get this common regulated in some way. That is all I have heard about it.

27,763. You do not know of any lawsuits about it?—No.

27,764. "Has the Crown Office copies of surveyor's reports on the value of the properties sold to Stewart, Christie, and others?—I think, if I remember rightly, they were sold by tender, and in that case there would probably not be surveys.

27,765. You do not know of any?—No.

27,766. "Whether it was not usual to have "surveyors' reports as to value previous to "sales?"—I do not know at that time whether it was usual.

27,767. Then there are some more questions from Mr. John Lloyd as to Crown manors in Breconshire. Are there any other Crown manors in Breconshire?—I see there are none in this list?—Not that I am aware of.

27,768. The first question is as to Brecknock Castle, the number of parishes in which situate?—I know nothing about that lordship, I fancy, it has not been in the hands of the Crown for generations.

37,769. Can you answer the third question; "When and to whom disposed of?"—I thought I had reference to some very old grant. I know there is a reference to a grant, somewhere in that neighbourhood, before the conquest of Wales.

27,770. Do you know anything of Little Forest manor?—No.

27,771. You do not know how that was disposed of?—No, I do not know.

27,772. Do you know anything of the Manor of Troscoed?—No, that is in Brecknockshire. We may have fee-farm rents issuing out of grants in these places, but without the fee-farm rentals I could not tell.

27,773. And the Manor of Haya Wallensis?—I am sorry I did not bring those old books containing the old conveyances. Haya Wallensis

Lord *Kenyon*—continued.

is one of the manors sold. I do not like to rest on memory, but I think it was sold between 1820 and 1830.

27,774. Do you know whether the Crown had any other manors in Brecknockshire?—No, I do not.

27,775. There is a query as to the Manor of Mara Mota?—I never heard of it.

27,776. Garth?—No.

27,777. Palley?—No.

27,778. Dinas Castle?—No.

27,779. Builth Castle?—No, that was, I think, also a grant before the conquest of Wales.

27,780. Would you be good enough to answer this question: "What were the manors granted by the Stuarts in Breconshire?"—That would take a long time, and you would have to go through every grant and pick out the premises. Anyone can do that by going to the Record Office.

27,781. There are some questions put in by Mr. Owen S. Wynne: "Do you consider the way "in which the Office have latterly been demanding from landowners in North Wales, Crown "rents many years, 50 and more, in arrear, and "which have been allowed to fall in arrear "owing to the neglect of the collectors, tends "to make the administration of the Woods and "Forests property in Wales popular"?—I do not suppose it makes it very popular with those who are called upon to pay.

Mr. *Brynmor Jones.*

See 27,797.

27,782. May I ask a question upon that? Has your department had any difficulty within these last few years in collecting rents from landowners or compelling landowners to perform their obligations?—Yes, great difficulty.

27,783. Can you give me an instance?—I do not like to go into particular names.

27,784. We have gone into particular cases in Wales in regard to other matters. I leave it entirely to you, Mr. Sowray. Mr. Stafford Howard is here, I see?—Well, I think if any case is given, it is only just and fair that the case of the largest landowner in Wales should be that taken; therefore, I would mention the name of Sir Watkin Wynn. We have had very great difficulty with Sir Watkin Wynn for some time, with these ancient fee farm rents, and they have been in arrear, a good many of the rents which were usually paid by him and his predecessors, for a good many years. It was in 1884 that the case was specially taken up with the view to induce Sir Watkin Wynn to settle for these rents, and to purchase them and wipe them off the list altogether. Negotiations were entered into with Sir Watkin Wynn's agent, and at last, it came to an offer; a list was prepared of those rents which had been paid by his predecessors, and as to which he could not

Mr. *Brynmor Jones*—continued.

state that he had disposed of the properties. The list was made and the offer was made to accept one half the amount of the arrears as a compromise of the whole. That offer, as we understood, was accepted; at all events, whether there was a misunderstanding or not, I cannot say, but it was not acted upon, and, being unable to get any settlement, the Commissioner of Woods had to cause investigations to be made into these rents, to see in what cases Sir Watkin could be compelled to pay the full arrears. The difficulty, of course, was that these rents having been paid for generations by the same family all necessity for investigation and inquiry had been for a time suspended; therefore, any changes of name or any changes in the divisior of the property in any way, would be unknown to the Office of Woods, the rents having been regularly claimed from the same family and paid by the same family. But when the Crown was suddenly put to the strict proof, it became necessary to be very cautious, because the Crown Receiver, I think, in one case did distrain for one of these rents and a replevin was immediately put in. It was necessary to be very cautious and as soon as some of the larger fee farm rents were clearly identified, (it was a work of considerable labour,) application was made and an intimation given to the agents, that unless a settlement was made it would be necessary to enforce payment. No satisfactory answer could be got, and at last Mr. Culley, who was then the Commissioner of Woods, thought it necessary to write to Sir Watkin Wynn himself, and probably the position of the whole case would be best understood, if I read to the Commission the letter which Mr. Culley addressed to him. It was written on the 11th November 1885.

"Office of Woods,
Sir, 11th November 1885.

I regret having to trouble you about a matter which I had hoped to be able to settle with your agents in the ordinary course of business.

You are perhaps aware that a considerable part of your property (like that of other landowners in Wales) is held subject to the payment to the Crown of certain rents, which are in the nature either of ancient customary chief or quit rents, or of rents which were reserved in fee farm grants made by the Crown in former times.

Some of these rents have been from time to time redeemed by your predecessors, while the remainder were annually paid until the year 1861.

In the year 1861, however, your local solicitors, Messrs. Lougueville, Williams, and Jones, objected to continue the payment of a large number of these rents until proof of liability was given and as, after the payment for generations by your predecessors in title, this evidence had to some extent been lost sight of, a good many of the rents have since remained unpaid,

Mr. *Brynmor Jones*—continued.

while others for which Messrs. Longueville, Jones, and Williams did not appear to be able to deny your liability, were only paid by them last year, after they had been informed that the arrears would otherwise be recovered by distress.

As regards the remainder, much trouble and expense have been incurred in endeavouring to satisfy your agents that they are rightfully payable, but they persist in putting the Crown to the strict proof, although, as I have said before, the rents (excepting perhaps a few for properties recently acquired) have been paid for generations by your predecessors. Under these circumstances, I had to deal with the rents in detail, and I selected one of the largest to commence with, and communicated with Messrs. Longueville, Jones, and Williams respecting it, but I regret to say that instead of favouring me with such information as they could readily obtain from your local agents, and thus assisting loyally in arriving at an amicable settlement, these gentlemen have merely put me off with evasive answers which are calculated to compel me to have recourse to litigation.

I enclose a copy of the correspondence, which I have had with them for your information, and I may remark upon it that if the claim of the Crown had been an entirely new one, or one which had not been acquiesced in by your predecessors, I should be disposed to concur in their method of dealing with it, but under the actual circumstances it seems to me that the method is scarcely consistent with their position, as representing one of the largest landowners in Wales. . . . . .

You will perceive on reference to the correspondence, that I have intimated to Messrs. Longueville, Jones, and Williams my intention of recovering the arrears of the rent, which has been selected as a test case by levying on a tenement in the manor out of which the rent issues. I feel, however, that I must expect that your agents will take advantage of every legal and technical objection for the purpose of defeating the Crown's claim, and on reconsideration it has occurred to me, that if I levy on a tenement in the manor, they may raise a question, whether such tenement is parcel of the manor, and as the manor has been out of the Crown's possession for more than 200 years, an expensive search among the records would be necessary to overcome this objection, and I have therefore reluctantly come to the conclusion, that in the interest of the Crown, (which it is my duty to protect) the safer course will be to levy the arrears by distress at Wynnstay.

It is in consequence of this determination that I trouble you with this communication, as I should not think of adopting such a course, without giving you timely notice, and affording you every reasonable opportunity of making inquiries on the subject.

I propose therefore to postpone taking the action I have indicated for three weeks from this date.

Mr. *Brynmor Jones*—continued.

"The particulars of the rent, and of the amount due are as follows:—

Crown rental for

County of Merioneth.

No. 40 Vill Lordship and Manor of Pennanllewe otherwise Pennallewe (Pennantlliw).

Annual rent	4	16	0
Deduct land tax		18	0
Nett	3	18	0
Number of years in arrear on 10th Oct. 1885		24	
	£93	12	0"

It is needless to say that shortly after, the arrears were paid. But a similar course had to be taken with every rent, and I believe I am correct in saying that the investigations have extended over a long period, and that even now, we are unable to ascertain, with sufficient precision, the exact particulars of some of the rents to enable us to enforce payment, and they are still unpaid. That is an instance of the difficulty. It is only one instance of the difficulty, which the Crown experiences in getting in these ancient rents.

27,785. You would not say it was owing to the neglect of the collectors?—The collectors have this difficulty, that of course they have not much information beyond what is given to them on the rentals, and if they want further information, they may get some information locally; but in most of these cases it renders necessary reference to the Records.

27,786. I gather from what you said in that particular case, that the rent had been demanded from year to year in the usual way?—I believe it had until the refusal to pay was reported by the Receiver.

27,787. Now Mr. Owen Wynne's next question in this: "Did not the Office of Woods request, "the late Sir Watkin, as steward of Bromfield "and Yale, to collect from the inhabitants of "Holt, a quantity of these chief rents supposed "to be many years in arrear, and which neither "Sir Watkin nor the inhabitants had ever "heard of"?—That I am afraid is a very long story. What is called the Holt rent is a cumulo rent, and the Corporation of Holt was liable to the Crown for the cumulo rent. They had been in the habit, when they had collected it, of collecting it by a sort of assessment, at all events collecting it from the inhabitants of the borough, and paying the gross sum over to the Crown, which it was their duty to do, under the grant or charter under which they exercised their powers. Unfortunately the Corporation of Holt disappeared, and the Crown then had to step in their place, and make this detailed collection, and it was in its endeavours to perform that duty, that, no doubt, the irritation referred to in that question arose.

27,788. "And did not the Office intimate to Sir Watkin, that unless he carried out the

Mr. *Brynmor Jones*—continued.

most unpopular demand, the salary of 20*l.* a year would be stopped"?—I think there was something of that sort.

27,789. "I think I am right in saying that the present Sir Watkin is not now the steward of the Crown manor of Bromfield and Yale, but that when the late Sir Watkin died in 1885. Sir Robert Cunliffe was appointed by the Liberal Government then in office"?—Yes.

27,790. "May I ask if the Crown are now receiving any considerable sum from royalties on gold, worked in the county of Merioneth, by Mr. Pritchard Morgan and others"?

See 28,124–243.

27,791. Before that question is answered, I may mention that Mr. Pritchard Morgan has been good enough to send to me, this afternoon, several questions in reference to gold mines in Wales, and I think in relation to his own mines?—I think I should be acting in accordance with the wishes of the Commissioner of Woods if I asked the chairman to withdraw those questions, on my saying that the whole of Mr. Pritchard Morgan's case was carefully examined and gone into before the Royal Commission on Mining Royalties, who gave their opinions fully after inquiring into it, and very fully stating their opinions respecting Mr. Pritchard Morgan's case. I would only refer you to the final report of the Commission on Mining Royalties, Parliamentary paper C 6980—1893, and to the third report, where the evidence is, upon which they founded their report.

Lord Kenyon.

27,792. That question is withdrawn then. "Do you know if there has not been great dissatisfaction on the part of the adventurers and landowners by the way in which the royalties are assessed and the takenotes and leases granted"?—Mr. Pritchard Morgan complains.

27,793. He is at the bottom of it?—Probably.

27,794. "Is acquittance still charged on Crown rents"?—Yes, in some cases.

27,795. "Do you consider it a legal charge"?—Yes, it is authorised by the 33 Henry VIII. chapter 39, and I think reserved in subsequent Acts.

27,796. "Is it not a fact that at about the period named by Mr. Brynmor Jones, there were great and numerous complaints from cotters and squatters in the neighbourhood of Cefn in the county of Denbigh, at the action of the Woods and Forests, and was not a pamphlet published setting forth their grievances"?—I am afraid I have no recollection on the subject. I think nearly the whole of Cefn is enclosed. I do not think there is any common excepting road-side waste. They have divided it amongst themselves, and the Crown allowed them to purchase on the usual terms.

Lord *Kenyon.*

We are very much obliged to you for giving us such valuable evidence.

The witness withdrew.

Mr. Owen Slaney Wynne recalled.

Lord *Kenyon.*

27,797. You were agent for the late Sir Watkin Wynn, and I believe you wish to give some evidence upon what we have just heard?—Yes, my Lord. I was agent at the time that Mr. Russell Sowray referred to in 1884, which was the year before the late Sir Watkin died. I do not quite remember the year in which these demands were made, but I perfectly well remember the demands being made, and so far as I remember they referred to a quantity of chief rents or Crown rents, which we had no knowledge of whatever. We knew nothing about them. Sir Watkin did pay certain chief rents and Crown rents, large ones, and they are still paid regularly. This is a demand which came suddenly one morning; I think I opened the letter, for a large amount of chief rents which we had never heard of before, and which I believe had never been demanded during the lifetime of that Sir Watkin. As Mr. Sowray says, we refused to pay. I thought of all other persons Sir Watkin was the person best able to fight the battle with the Crown, because if he could not, I was sure the smaller people could not. I know as a fact for a great number of years from landowners in Wales, small and large, the Crown has now and then come down

Lord *Kenyon*—continued.

suddenly with a demand for these large arrears of Crown rents which had not been collected through the neglect of their own collectors for 58 years, anything under 60 years. They demanded money from my father at Peniarth for a good many years, and he refused to pay in the same way, until he was quite certain that the demand was right, and they could identify the place out of which the Crown rent issued. We refused to pay on the same line on Sir Watkins behalf. If they could identify the place we were willing to pay, but they were and I daresay are still, making these demands on landowners in Wales, as I say, small and large. You open your letters in the morning and suddenly find a demand for 40*l.* or 50*l.* for arrears of Crown rent, which were never heard of before. I think it is most unfair that they should be collected in that way. I think Mr. Sowray said incidentally he believed the demand had been made annually. I can only say for certain it had not been made annually; neither myself nor Sir Watkin's solicitors, Messrs. Longueville, Williams, and Jones, who were his solicitors for a great number of years, knew anything of them in any way. As I have said before, if a man in Sir Watkin's position cannot fight with

Lord *Kenyon*—continued.

them, how can the small landowners in Wales fight with them. I know for a fact all over Wales, especially in Merionethshire, these demands are occasionally made. I think if the Woods and Forests collected these things regularly and demanded them regularly, there would not be the slightest demur about paying them; but when meeting with a demand like this, which you never heard of before, it is only natural you should demur and refuse payment, until you have absolute certainty that the premises can be identified.

Mr. *Brynmor Jones.*

27,798. You, I understand, think that it is a great grievance for a landlord to demand the rent? —No, I think he should demand the rent, that he is quite sure, is due. I do not say it is a grievance to demand his rent if he is quite sure that that rent is due.

27,799. The Commissioners of Woods and Forests were sure?—No; even Mr. Russell Sowray says himself they are very uncertain about a great many of these.

27,800. Not uncertain as to the amount, but uncertain as to the particular item that came from the particular manor or lordship, which is a very different thing?—They could not identify the premises anyhow.

27,801. The reason given in the case seems to me to be very fair, namely, that one family owning a very considerable tract of territory in Wales were in the habit of paying a lump sum? —That we did not know anything about.

27,802. If you had looked back at the old rent rolls you could have seen?—We could not find any trace of it whatever, or else we should have paid.

Lord *Kenyon.*

27,803. Was the rent that you paid after diminished?—I do not know; indeed I do not think they were paid until after I gave up the agency; I am not quite sure about that. Whether they were paid in the lifetime of that Sir Watkin or the lifetime of the present Sir Watkin, I do not know, but I know we could not identify them, and could not make anything of them.

27,804. Was the same amount paid each year as long as you remember?—The same amount was paid each year so long as I remember, of those we knew were right, and it is still paid quite regularly.

Lord *Kenyon*—continued.

27,805. This was an increased demand over and above what they had paid before?—Yes, a large demand, and a lot of things we knew nothing about whatever.

Mr. Brynmor Jones.

27,806. It seems extraordinary. There must have been some kind of chief rent or quit rent in the account of the estate?—We could not find anything whatever about it, or we should have paid it, and it was exactly the same with my father's property at Peniarth. My father was a great antiquarian, and he was very well up in these sort of things, and he could find no trace of them, but they came down upon him for a large amount of these chief rents, and I think after some long correspondence he eventually paid them, merely to get rid of the nuisance. He could not make them out at all however, and I am sure, if there was anyone in Wales who could identify such things, or trace them, it was my father.

Mr. *Seebohm.*

27,807. I presume they would be independently very small rents, many of them under 1*l.*?—Very small rents, but a great many years in arrear, or supposed to be a great many years in arrear.

27,808. It would make them a reasonable sum to collect over a considerable estate every year?—Yes.

27,809. If they were only 5*s.* 6*d.* or 3*s.* 4*d.* for instance, the expense of collection would be too great?—Yes. They were small things, which got a good many years in arrears.

Lord Kenyon.

27,810. You say from the fault of the collectors?—Yes, 4*d.* and 5*d.*, I could find many landowners who have the same grievance against the Woods and Forests, they have come down on them suddenly for the chief rents, which they could not trace, and then said "You must pay."

Mr. *Grove.*

27,811. During the whole time of your agency you never saw a demand?—Never heard of it before. I am quite sure that the late Sir Watkin was not a man to resist any proper payment, but I thought it was his duty to inquire into those things before he paid them. That is all I wish to say, and I wish to make that explanation on his behalf and also on my own behalf.

The witness withdrew.

Mr. J. Russell Sowray recalled.

Lord *Kenyon.*

27,812. What is it you wish to state?—I think there are one or two points in Mr. Wynne's evidence that I should like to remark upon. He said first of all, that Sir Watkin Wynn's agents knew nothing about these rents,

Lord *Kenyon*—continued.

that they were all of a very small character, and that they had never been demanded before. I think Mr. Wynne has forgotten the facts of the case. These rents ceased to be paid and fell into arrear (I do not say it was in Mr. Wynne's time,

Lord *Kenyon*—continued.

because it may have been before Mr. Wynne's time) simply because Sir Watkin's agent refused to pay them.

27,813. But the point is, was the demand made?—The demand was certainly made.

27,814. When?—At the proper time.

Sir *John Llewelyn.*

27,815. Each year?—I will not say each year, because the Receiver reported the arrears to the Office and said he could do nothing more with them: whether he, after that, made the demand or not, I will not positively say, but up to that time he certainly made the demand annually.

Lord *Kenyon.*

27,816. What I want to get at is, when were these demands begun to be made, because there seems to have been some reason for not obtaining them?—This rent, as you see, was four years in arrear on the 10th October, 1865. Therefore it was in 1861 that the arrears which Mr. Wynne seems to intimate began, and I think it must be a mistake, that this was the first time they had ever heard of these rents. We can prove, by our rentals, that for generations before 1861, the Watkin Wynn family paid those rents.

27,817. This was therefore no new demand in 1861?—No new demand.

27,818. It was not an increased demand in 1861?—It was the demand which had been acquiesced in, for more than the years of prescription.

Mr. Grove.

27,819. Was it the same amount each year?—The same amount. Then as to their being very small, this rent which was the subject of the letter which I read to the Commission, shows

Mr. *Grove*—continued.

that they were not all small. This is a rent of 4*l.* 16*s.* There were other rents, I think of, nearly the same amount. I can give them, but this rent is not one of small amount, and when Mr. Wynne says, that they never heard of the places out of which these rents issued, I think he must also have forgotten. How can it be possible that Sir Watkin Wynn or his agents should be ignorant of the fact that they are possessors of a lordship or manor of Pennantlliw, or that the Crown should have to show them that they own a considerable area of country, known as the manor of Pennantlliw? I cannot suppose that Sir Watkin Wynn's agent did not know that he had a manor of Pennantlliw and did not know where it was; but they said "We will not pay you until you "show us where it is," and we had to show them. We did show them, and recovered the rent.

Lord *Kenyon.*

27,820. Could you tell me, whether Sir Watkin paid the same amounts of chief rents in 1861 as he did in 1860?—You mean the aggregate?

27,821. Yes, the aggregate?—No, because he may have sold properties and he may have bought properties. I would not say that.

Mr. *Brynmor Jones.*

27,822. When that takes place is there an apportionment of the fee-farm rent?—The apportionment of the fee-farm rent is a matter which can only take place in a formal manner. When a property is divided, upon which one rent is payable, each part of that property is liable to the whole rent; but if the owners wish to apportion, there is a clause in the Land Revenue Acts, and there is also a clause in the general Inclosure Act, which enables them to apply to the Crown to agree to an apportionment.

The witness withdrew.

Re-examined 28,23

Mr. Owen Slaney Wynne recalled.

Lord *Kenyon.*

27,823. Have you anything further to say with reference to this?—I wish to say with regard to the Manor of Pennantlliw, that perhaps I did not make myself understood. Mr. Sowray says that neither I nor Sir Watkin could be unaware of those rents, but I say I was totally unaware, and what I said was, that they had not been demanded before during my agency, nor I believe during Sir Watkin's lifetime. As regards the manor of Pennantlliw, I know perfectly well where it is, but we were not aware that there was any demand for Crown

Lord *Kenyon*—continued.

rent, and no demand for Crown rent had been made before, I believe, on that manor.

Mr. *Grove.*

27,824. How long were you agent, Mr. Wynne?—I was there nearly 20 years altogether; over 16 as agent and 3 as auditor.

Lord *Kenyon.*

27,825. I have no doubt, it will be all threshed out, when Sir Watkin's agents come before the Commission?—Probably.

The witness withdrew.

Adjourned to to-morrow.

THIRTY-FIFTH DAY.

6, Old Palace Yard, Westminster, Friday, 26th January 1894.

Present:

LORD CARRINGTON, G.C.M.G. (Chairman).

Lord Kenyon.
Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhŷs, M.A., LL.D.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederick Seebohm, LL.D., F.S.A.

Mr. T. E. Morris, Acting as Assistant Secretary.

Sir Courtenay Boyle, K.C.B., called and examined.

Chairman.

27,826. Are you Permanent Secretary to the Board of Trade?—Yes, my Lord.

27,827. Can you give us any information as regards recent legislation for Wales on the subject of railway rates, so far as they apply to agricultural produce?—Yes, my Lord. I should like to explain to the Commission, in answer to that question, what it is that the Legislature has done, and what it is that the Legislature has not done. After the passing of the Act of 1888, it was decided by Parliament that there should be submitted to Parliament, through the Board of Trade, revised schedules of railway rates, and revised classifications applicable to all the railways in the United Kingdom. But the rates thus revised were the maximum rates; that is to say, that the powers of the railway companies to charge were to be reviewed and revised, first by the Board of Trade, and afterwards by Parliament. Now there is a considerable difference between a maximum rate and an actual rate. A revision of maximum powers of the railway companies or maximum rates does not necessarily (although it may do so) affect actual rates. In order to exemplify that I should like to point out that the old maximum powers in the various Acts of Parliament governing agricultural produce were far higher, as a rule, than any rates which were actually charged. It is impossible to speak with absolute detailed accuracy, because the number of Acts of Parliament is very large, and the diversity of rates is very great, but, speaking generally, the old maximum powers for grain and flour, which is probably the principal agricultural produce, was either 2½*d.* or 3*d.* We have dealt with 43 railway companies in Wales. In 37 of those the maximum power of charge for grain, which is in Class C. of the classification, has been fixed not at 2*d.*, 3*d.*, or 4*d.*, but at 1·80*d.* for the first 20 miles, 1·50*d.* for the next 30 miles, 1·20*d.* for the next 50 miles, and 0·70*d.* for the remainder of the distance. So that undoubtedly Parliament did materially reduce, very largely reduce, so far as grain is concerned, the charging powers of the company. There are a few other railway companies where the maximum powers are somewhat different, but they chiefly relate to the narrow gauge railways. For instance, Festiniog, Glyn Valley, and the Gorsedda Junction and Portmadoc Railways, which are entirely exceptional in their character, and are entirely removed from the general circumstances of the other railways.

Chairman—continued.

Mr. *Grove.*

27,828. The railways of the same character are under the same powers?—Yes; so far as regards grain. My observations do not apply to other kinds of merchandise, such as coal, but so far as regards grain, the powers are identical. The fixing of the maximum, which is what the Legislature did, is a very different thing from dealing with the actual rates. In a very large number of instances the old actual rates were under the new maximum powers, and in some instances what has been done has been to raise the old actual rates up to the level of the new maximum powers; and that is what has caused a considerable amount of irritation amongst the traders of the country generally. On the other hand, several of the old actual rates were higher than the new maximum powers; so that so far as regards those rates, the consigner of goods has received a good deal of advantage from the action of the Legislature, and rates have been compulsorily reduced. We do not hear very much about the benefits conferred in that direction, although a great deal is heard when the opposite obtains, and the actual rates are put up. But certainly, many rates have been actually reduced by the compulsion of Parliament.

Then as regards hay and straw, provender and vegetables, I have before me a table, which I shall be glad to put in if desired, of the maximum powers conferred by Parliament, but the whole is extensively set out in the analysis of the Provisional Orders which was laid before Parliament last year. Blue Book, C.—6832. There is a perfect analysis of the whole maximum powers conferred to be found there.

That is a general statement of what Parliament has done. I shall be glad to answer any question which your Lordship would like to put.

Lord *Kenyon.*

27,829. How do you account for the general outcry against the railway companies at the present time?—I think it is this: A certain amount of raising of rates has been adopted by the railway companies in order to recoup themselves for the compulsory losses to which I have just referred.

27,830. The exceptions that have been referred to?—No; certain rates have been reduced and they have raised others. I should like to hand in to the Commission a small typical diagram which shows it exactly. That table shows certain rates in existence, and the red line shows the decision of Parliament as to where the maximum powers should be. Your Lordship will observe several dots and crosses both above and below the line. Those above the line were compulsorily reduced. Power was left to the railway companies to raise up to the line those dots and crosses which were below it. Of that power they have availed themselves to a certain extent, hence the irritation referred to by Lord Kenyon.

27,831. Am I right in saying that in many cases they have reverted to the old rates?—In many cases the railway companies, in consequence of the outcry which has been raised, have abandoned their position of raising the rates and have gone back to the old rates, but it is impossible to say they have done that in every case.

27,832. Of course it is; therefore I do not quite see that it has been very successful?—Well, it depends what the object of Parliament was. Nowhere was it laid down that the object of Parliament in undertaking this legislation was to reduce the rates, and no instructions were ever given to the Board of Trade or to the committee that the object of the law was to reduce the rates from what they were in 1892; nor indeed, has the select committee, under the presidency of Mr. Shaw Lefevre, recommended that any action should be taken with reference to the rates which were in force in 1892. A great deal has been done; the recent legislation has been most useful because it has codified something like 1,200 Acts of Parliament into 35. I think there are 400 Acts in one company alone. The whole conditions of railway traffic have been simplified, codified, and made clear to anyone, whereas they were so complicated before that it required a very clever lawyer to ascertain what were the circumstances.

27,833. Do you think that anything can be done to meet the difficulty which presents itself in this way; for instance, beasts landed in Liverpool can be landed cheaper in London than the ordinary agricultural produce can. Of course, it is cheaper for the railway company to land a whole cargo straight from a ship, and pack them off in the train, and send them to London, than to take them up truck-load by truck-load?—That must be so. The courts have always held, that a railway company were justified in granting a lower rate, where traffic was consigned to them in regular volume, and in a largely increased bulk, that is to say, the justification for the difference of the charge is that the consignments came; take it in animals in truck-loads, or take it in corn in consignments of 10 tons and upwards, as compared with individual heads of cattle, or hundredweights, or single tons of grain. Where traffic comes in great volume and with great regularity, the railway companies can deal with that traffic at a lower rate than they can if it comes in uncertain volume and small quantities.

Lord *Kenyon*—continued.

27,834. You do not see any chance of improving the condition of the agricultural farmer in that respect?—I should like to refer to an observation made by Lord Herschell, the present Lord Chancellor, in a judgment in the Court of Appeal, which relates to the point raised by your Lordship, where a low rate is charged from a port inwards in order to secure the traffic, which I think is an instance your Lordship has in your mind. He says, "Many cases might be "put where, although the object of the railway "company is to secure the traffic for their own "purposes and for that line, yet, nevertheless, "the very fact that they seek to secure it by "the charges that they make, operates in the "interests of the public. One class of cases "unquestionably intended to be covered by this "is that in which traffic from a distance, of a "character that competes with the traffic nearer "the market, is charged low rates, because "unless such low rates were charged, it would "not come into the market at all. It is certain, "unless some such principle as that were "adopted, a large town would necessarily have "its food supplies raised in price. So that, al-"though the object of the company is simply "to get the traffic, the public have an interest "in their getting the traffic, and allowing the "carriage at a rate which will render that traffic "possible, and so bring the goods at a cheaper "rate, and a rate which makes it possible for "traders at a distance to compete with those "situate nearer to it." That refers to what the agriculturist complains of, and it is impossible to see that they can be blamed for complaining of it, instances where agricultural produce, grain, and live and dead meat are carried past their doors at a rate lower than they themselves can obtain.

27,835. Do you think the railway companies treat the farmers unfairly in that respect?—No, I do not say that.

27,836. I mean to say, at the expense of the one they help the other?—I do not think that is the case. If they did not grant these low rates the traffic would go by water probably, and not by rail at all. The law has tried to deal with the subject by provision 27 in the Act of 1888, in which they enact that "no railway company "shall make nor shall the court or the Com-"missioners sanction any difference in the "tolls, rates, or charges made for, or any differ-"ence in the treatment of home and foreign "merchandise in respect of the same or similar "services." It appears to me, it is in the nature of things, that traffic, where there is water communication, should get to the markets at a lower

Lord *Kenyon*—continued.

rate than local traffic where there is no water communication.

27,837. Do you think there is any possibility of using water communication, in the way of canals, further than they are utilised at present?—That is a question which the Board of Trade at present are studying very carefully. The difficulty of developing internal water ways is the cost, and the inherent difficulty that traffic conveyed by canals must be conveyed at a slow rate.

27,838. And possibly a good many of the canals are in the hands of the railway companies?—The railway companies have acquired a very considerable interest in the canals. Parliament has done its best to put a stop to that by this very Act, which, your Lordship is aware, prohibits the acquisition by any railway company or its officers, of an interest in a canal.

27,839. It always seems to me that there are certain things it does not matter whether they are delivered at a slow rate or not—they do not deteriorate by taking any length of time on the road?—There is a considerable volume of traffic on the Aire and Calder Canal, and on the Leeds and Liverpool Canal, and the River Severn of timber, stone, and to a certain extent, grain and manure, and various other classes of agricultural produce where quick delivery is not necessary.

Mr. *Brynmor Jones.*

27,840. Have you found that there have been more complaints from the 13 counties, that this Commission has to do with, than from other portions of the country?—No, I do not think I have. Last year we had, speaking in round numbers, 1,100 complaints of the action of the railway companies in raising rates, and only 12 of those relate to increased rates on agricultural produce in Wales.

27,841. I suppose the complaints fron Glamorganshire and Monmouthshire have been of quite a different kind from the complaints in the other counties of Wales?—We have had some complaints from Wales about some mineral traffic, but not very many about agricultural produce. There have been 12, and they related four to agricultural produce, two to animals, two to grain, two to manure, and two to provisions.

27,842. What counties?—From Wales and Monmouthshire.

27,843. Were they complaints as to the rates or as to the classification of merchandise?—As to the rates. We have had very few complaints that the merchandise is improperly classified. The complaints have generally been that the rates attached to the class have been too high.

Mr. *Griffiths.*

27,844. How do you account for the fact that the passes granted to men travelling with cattle have been withdrawn?—How do I account for it?

27,845. Yes?—Well, I do not think it is my business to account for it. The railway companies account for it in this way, that the passes were improperly used; instead of being used by the men in charge of cattle to take cattle to market, they were handed to their friends very largely, when the circumstances did not justify the use of the passes. But upon that we have put a considerable amount of pressure upon the railway companies to restore the old system, and I was under the impression that they had restored the old system.

Mr. *Griffiths*—continued.

27,846. I do not think that has been done; it is a great complaint in our neighbourhood that they have withdrawn them?—We did make representations to the Railway Companies Association in favour of restoring the old system, and many companies have reverted to the old system. It is impossible for me to say now here that all have in every instance, because, as you are aware, there are over 250 railway companies, 45 in Wales alone, and it is impossible to say that they have all acted in the same way; but the good offices of the Board of Trade will certainly be exercised in the direction of asking the railway companies to restore the old privileges, of course, on the understanding that they will not be abused.

27,847. Do you consider that there should be this great difference made in the charges, for cattle coming over from Ireland, thence by the Great Western Railway, and the charges made for Welsh cattle sold at the Pembrokeshire fairs, thence forwarded over the same route 50, 60, or 70 trucks together? Should they not be charged at the same rate?—If the services are similar they should be taken at the same rate.

27,848. The fairs are taking place at the same date?—You are aware that some of the Irish cattle dealers say, that they are charged higher rates in Ireland than you are in England.

27,849. I think it is the reverse?—My friend, Mr. Field, the Member of Parliament for Dublin, has been continually complaining of that. I do not think he makes out his case, but that complaint does exist. However, in answer to your question, I am quite certain that if the services are the same, the rate ought to be the same.

Mr. *Richard Jones.*

27,850. Do you know whether any public authorities in Wales and Monmouthshire, such as the county council, have made any complaints?—Yes, we have had 19 communications from various corporations, chambers of commerce, and bodies of traders, but those complaints have been general in their character, not detailed.

27,851. Is there any association at all for the protection of traders?—There are several associations in Wales for the protection of traders as regards railway rates, but they mostly deal with minerals; I do not mean to say universally.

27,852. Not for agricultural produce?—There are chambers of commerce and chambers of agriculture, but I am not aware of any particular railway rates association dealing with agricultural matters. Chambers of agriculture and chambers of commerce do take care of the agricultural traders, but with that exception there is nothing general like the Mansion House Association in London.

Mr. *Richard Jones*—continued.

or the Lancashire and Cheshire Conference, which deal with rates.

27,853. Do you know how many of the county councils in Wales have joined the Mansion House Association?—I could not tell you without reference to the documents, which I have not got.

27,854. I suppose we may take it, there were good grounds for complaints when such an association as the Mansion House Association was formed?—The Mansion House Association was formed to watch the legislation, the Provisional Order legislation of 1891, 1892, and 1893, and to watch the action of the railway companies with regard to that legislation. For an answer to the question whether there was justification for the complaints, it is proper I should refer you to Mr. Shaw Lefevre's report, in which it is said there were grounds for the complaints. The report of the committee would be far more valuable to your Commission than any opinion of my own.

Mr. *Seebohm.*

27,855. Can you give us a general idea, as to whether the condition of things, with regard to these rates, is more or less advantageous to the agriculturist, than it was before the question was raised?—Well, the maximum powers of the companies have been most largely reduced, and their powers of making charges, which would injuriously affect the traders, have been very largely curtailed—they have not been curtailed to the extent that some of the agriculturists have asked, but they have been very considerably curtailed, as you will find from my opening statement.

27,856. But in actual practice as to the rates actually charged, the impression abroad is that the agitation has done the farmer harm rather than good?—I do not think that impression is justified. There are a large number of instances in which rates have been compulsorily reduced. The trader who gets the benefit of that says nothing, but the gentleman whose rates have been raised at all, naturally clamours very loudly. That state of affairs is incidental to any revision. Where you deal with many millions of items, some of which are above a line and are reduced to it, and some are raised from below the line up to it, you hear complaints from all those under the line who are raised, but hear nothing with respect to the reductions.

27,857. In those cases where they have been reduced, are there any cases in which the railway companies have been actually made to carry at a loss?—No, not made to carry at a loss.

27,858. That is to say, the maximum is never placed below the actual cost to the railway company?—The actual cost of carrying a ton of any article is always very difficult to ascertain, but I do not think Parliament or the Board of Trade ever fixed a maximum, which would involve an absolute loss to the railway company.

27,859. Not knowingly?—Not knowingly.

Mr. *Seebohm*—continued.

27,860. I suppose the only principle upon which you could ask the railway companies to deal differently from the ordinary law of political economy with these charges, would be on the ground that they had a monopoly. Has the principle been at all applied in any case, that because they have a monopoly, there were certain duties to perform at a loss?—No. It is not very easy to say there are many districts in England in which any railway company has a monopoly; there are generally competing lines and routes; but what the railway company has, is statutory powers granted by Parliament, powers of acquiring land compulsorily, and in return for that privilege certain obligations have been imposed upon the company by the Legislature, but not the obligation, I think, of carrying at a loss.

27,861. Would it not be a fact that there were districts where there was competition, where the rates would be much less, for exactly the same amount of carriage, and under exactly the same circumstances, than they are in a district where there is no competition?—That I think must be so, that where there is competition between two lines the tendency is to reduce rates, or any how, if not to reduce rates, to increase facilities, which is very much the same thing.

27,862. In a district where there is only one railway, and where there are stations placed entirely at the power of that railway, would there not be a certain amount of fairness on the ground, in that district at all events, that the railway had a monopoly, that the minimum should be placed pretty nearly on what they find under similar circumstances, they can carry the goods at?—Yes, there is that, but the question is, where the line should be drawn. Take the example which I laid before the Commission just now. Take a line of dots, placed on a diagram scattered up and down. Where are you to draw the line. One way of doing it is to draw a line at the lowest dot. That is very much in the interest of the trader. But the railway company would say, "we invested "our money on the faith that there should be "no interference, and because we have given a "concession, you have now reduced our powers "to the lowest points, and that is not equitable." On the other hand, to take the highest rate would be unfair to the trader, because it would give power to the railway company to charge the highest rate; therefore what Parliament did was to draw the line somewhere near the middle.

27,863. I quite admit the difficulty, but it still seems to me that there is something of a grievance where there are two places the same distance from London, and one is on a line which has a competitor, and the other is on a line which has no competitor, and you find the charges on the one are very much larger than on the other, although the cost must be very much the same?—Yes, that is so, and the trader in the high district naturally grumbles; but that,

Mr. *Seebohm*—continued.

I think, is incidental to geographical position.

27,864. Incidental to the fact that you have placed the railways, notwithstanding their monopoly, within the lines of free competition. I was going to ask another question in connexion with that. Would your experience enable you to judge whether in foreign countries, say in Belgium, where the railways belong to the State, and where the whole is regulated from a national point of view, the same anomalies exist?—It is a difficult question, but I may go so far as to say this, that in countries where the railways are owned by the State you have similar anomalies, not precisely to the same extent perhaps, and that various countries are endeavouring to approach as near as they can safely to the principle of equal mileage rates, which principle would be fatal to England.

27,865. I quite admit the difficulty of the thing, and yet I am not quite willing to admit that there is no grievance?—I agree with you, sir. I do not at all say that there is no grievance, but if you try to remedy a grievance on one side you create a grievance on the other.

27,866. In our penny postage and our parcels post we have gone to the other extreme, you may say, in departing from the actual cost and treating the whole country alike?—Yes. If you attempted to reduce the rates of the trader who is in the district where there is no competition, you might do a vast amount of harm to our ports. It would be dangerous to establish a system of equal mileage rates to such an extent that the geographical position of our ports was thereby damnified.

Mr. *Grove.*

27,867. You have been kind enough to give us some of the rates as to hay and straw, and matters of that kind, but you have not touched upon the terminal charges. Now what we have found is that complaints have been made by the farmers who really keep horses on purpose to haul their stuff from point to point, and so avoid the railways, because they find the charges for short distances are so very heavy. Take hay: the terminal station charge is 1*s.* per ton at each station, so that that adds 2*s.* a ton at once to the rate itself?—That is the maximum terminal; but that is very seldom charged.

27,868. We found instances where they have charged the full amount, and from the many cases that have come before us, we fear that the railway companies are really exercising their maximum powers to a very great extent?—That exercise by the railway companies of their maximum powers was carefully inquired into by Mr. Shaw Lefevre's Committee, and the Commission could not do better than look at that report as to the manner in which the railway companies did exercise those powers. Of course the imposition of a terminal maximum does materially add to the cost of a short distance conveyance—materially add to it.

27,869. If we were to take Class 2 there is 1*s.* 6*d.* charged for a terminal charge at each station; then there would be 8*d.* for loading and 8*d.* for unloading; so that there would be 4*s.* 4*d.* that they could charge on that particular traffic, in addition to the actual carrying rate. The complaints that we have had are that, for short distances, they avoid the railways as much as they possibly can?—Yes, I think that is a consequence.

Mr. *Grove*—continued.

27,870. Another point is this: The principle you went upon was reducing the rate above a certain number of miles. You charge for the first 20 and then 50, and then above 50. What we rather fear in Wales is that the railways have such short leads, that they can never touch the lower rates at all. There is hardly a railway in Wales, except, perhaps, the Great Western main line, where it would enable the rates to be appreciably reduced?—You have long leads on the Great Western main line, the Cambrian, the London and North-western, and the principal mineral lines which run down on the main line to Glamorganshire and Monmouth, and Mid-Wales, the lines running through Brecon.

27,871. But very little traffic of this character comes along them?—I do not suppose there is very much.

27,872. It seems that Wales, speaking generally, has some little right to grumble in not getting the lower rates, as they do on some of the lines in England?—Yes; that is to say, that Wales has more interest in the short distances, and is less favourably situated as regards the minimum. There is a great deal to be said on the other side. You will find a great deal of evidence upon that point given before the Duke of Richmond's Committee of the two Houses.

27,873. With regard to the foreign produce coming in; the agriculturists complain very bitterly of that; they say the low rates at which foreign produce is brought in, very seriously affects them. I daresay, generally speaking, you would admit that. Take, for instance, the importation of corn, of meat, of potatoes, of fruit and of cheese, as well as other matters one might mention. They complain in those cases, that the very low rates tell against them. But we gather from you, I think, that under precisely the same carrying conditions no preference can be made now, by law, by any railway company?—The governing words are "for the same or similar services." There is always a very great difference of opinion whether the services are "same" or "similar"; and I entirely agree with what has been said about the justification for the complaint of the English agriculturist, when he finds foreign goods carried past his door, at a rate, which he cannot get himself from the railway company. That seems to me to be a strong point, and how to remedy it, is one of the most difficult problems of our time.

27,874. Take the case of American cheese coming over the water and from Liverpool to London—I think they get a very low through rate—and cheese from Cheshire, where they pass through; it is a higher rate than the total carriage of the other altogether?—That very

Mr. *Grove*—continued.

likely is so, but supposing that they are absolutely prohibitive what would be the result? That the American cheese would go to London by water. The producer would not receive any benefit, and the consumer would be damnified. That has been tried several times in various districts, but the effect has been to raise the land rate, to such an extent, as to force the traffic to go round by water. The local producer gets no benefit.

27,875. That is confirmed by what a friend of mine, a large merchant, told me last night. He is getting canned meat from America packed in wooden boxes, and there are 1,200 miles of railway in America to traverse, and then there are, of course, nearly 3,000 miles by water, and the goods come to London, and they get carried that distance for 25*s.* a ton, whereas for the moderate distances in this country they charge 25*s.* a ton. That seems to confirm what you say?—That is an extreme case. I should not be disposed to say that there were a good many others exactly like it. There are some. But how to deal with it is a very difficult question. A Commission in the United States has been grappling with the same problems for many years, and I do not think they have touched bottom at the present time.

27,876. Then goods from Antwerp are brought into London for less, than the same goods would be taken from Colchester. He gave me an illustration of that last night?—Upon that, the Commission are probably aware that, it is open to any trader to make a complaint under section 31, which is known as the conciliation clause. If he thinks that he is being unfairly treated, he can make a complaint under that conciliation clause, which complaint really costs him nothing beyond the paper upon which the letter is written. He can write to the Board of Trade, and the Board of Trade will endeavour to settle the matter amicably. It is open to him to take that step if he thinks it is any good.

27,877. The Board of Trade can be so easily approached now, that a trader need not keep back from coming to you with his troubles?—He need not be kept back, however humble he may be or however big.

27,878. Do you say that is generally understood by the smaller freighters in the country?—I think so. We have complaints.

Lord *Kenyon.*

27,879. Do you think the principle of co-operation is advantageous; for instance, could any preference be given to any number of men sending up a large bulk of goods?—Yes, if there could be combination.

27,880. That is what I mean?—If there could be combination to produce increased volume of consignment, possibly the railway rates might be reduced; but that is introducing one more middle man, and it is a question whether the middle man's charges, the charges for combination, would not be greater than the reduction of railway rates. That is a question of fact.

Lord *Kenyon*—continued.

27,881. It occurred to me with regard to what Mr. Grove said about cheese, because I know something about cheese. Cheese is very often sold in a large fair, and it is sold in a very large bulk of several tons, sometimes 100 tons at one fair. If the Dairy Association, under whose auspices that cheese fair is held, could combine to ask for a through rate for any large quantity of cheese going to any one particular place—we will say going from my place (Whitchurch) up to Selby, or any of those big Yorkshire towns—such a request coming from an association or a combination, could some preferential rate be given to them?—A combination of that sort would decrease the volume of the consignments, and would justify the railway companies in giving lower special rates, undoubtedly. Personally, I have always pressed traders to see whether it would not be possible to produce some such combination as your Lordship mentioned. There are always great difficulties in the way, but it is done in the case of cattle dealers in Ireland. You are perfectly aware that cattle dealers in Ireland deal not with individual heads of cattle, but with large consignments, because they combine. They send large consignments of cattle from the great fairs in Ireland, and not by truck loads, but by train loads or half train loads.

Mr. *Grove.*

27,882. I think another point, which was pressed somewhat by one of our witnesses, was something of this sort. He sent goods a very short distance, say six or seven miles, and over two railways, they happened to touch two railways. Would each one be justified in charging a short distance clause, supposing they had a six miles short distance clause for each of those railways?—That took three or four days before the committee to settle. This is the settlement, the provision in the short distance clause on page 105 of the Blue Book, clause 11: "Where "merchandise is conveyed for an entire distance "which does not exceed in the case of merchandise in respect of which a station terminal is "chargeable at each end of the transit three "miles, or in the case of merchandise in respect "of which a station terminal is chargeable at "one end of the transit four and a half miles, or "in the case of merchandise in respect of which "no station terminal is chargeable six miles, "the company may, except as herein-after "specially provided, make the charges for conveyance authorised by this schedule as for "three miles, four and a half miles, and six "miles respectively: Provided that where merchandise is conveyed by the company partly "on the railway and partly on the railway of "any other company, the railway and the railway of such other company shall for the purpose of reckoning such short distance be "considered as one railway." So that there is no double short distance, but there is a double initial distance. Do you follow the differences?

27,883. I am afraid I do not just for the moment?—Railway A. begins with the 1.80*d.* for the 20 miles, then it passes on to Railway B.,

Mr. *Grove*—continued.

and that begins with the 1·80*d.* for the first part of its conveyance. So that though there are not two short distances, there are two initial distances.

27,884. Yes, I follow that point. But I will take a case now; supposing that goods go six miles, that is three miles on one railway, and three miles on another, and that each of these railway companies have charging powers for six miles, we will suppose that?—Yes.

27,885. They could not charge for the total distance more than six miles?—That is all.

27,886. That is so?—That is so, by this provision.

27,887. It would be at their initial rate in each case?—Unless there was a new consignment, if it is conveyed by one.

27,888. Yes, through traffic?—Of course, if it is conveyed by one company, and then there is another consignment, and the second railway company takes it over, and holds it again, then there would be two short distances. But supposing it goes in the trucks of the two companies all along one distance of six miles, it is only one six miles.

27,889. May I ask you, whether you have had cases of that description, because it has been said that you must consign the traffic to a certain point, and then reconsign it?—The answer to that is, that any trader can apply to the Railway Commissioners for a through rate under the new law, and if the railway companies attempted to do that, they can be prevented.

27,890. Suppose that in the case of a railway company or railway companies, (it might apply to both) there are two routes, from point A to point B, and one is 30 miles, and the other is 40 miles; are they entitled to take their traffic round by the 40 miles route on purpose to make a greater charge?—That is an extremely difficult question of law, and I do not think I ought to answer it. Under the conciliation clause I have had some acquaintance with that particular series of considerations. There are circumstances under which it is better for the traffic to go by the longer route, but as a rule the shorter route ought to be followed, and the railway companies are generally inclined to take the shorter route for their own interests, and I think they ought to take the shorter route. But whether the law should say, "You must in all instances take the "shorter route," I do not know.

27,891. I know in one or two cases they have considered it a grievance; they have said, "traffic has been taken round by such and "such a point, on purpose to charge us some-"thing extra for it"?—I have heard that alleged, but I do not think it is so.

27,892. Then if it were so, the freighter could come to you and give you particulars of it?—Certainly, under the conciliation clause he can come and say, "Our traffic is carried by the 40-mile "route instead of the 30; cannot you persuade "the railway companies to take it by the 30 "mile route."

27,893. As to chambers of agriculture in Wales, have you had many complaints from those. I think you have stated that you have had a few?—Chambers of commerce?

Mr. *Grove*—continued.

27,894. No, I mean chambers of agriculture?—I do not think so; I am not sure. I have not got anything down about chambers of agriculture.

27,895. So that you could not say whether their complaints have been well founded?—Not as regards chambers of agriculture, but I should be very sorry to say that any complaint we have received from Wales, has not been well founded.

27,896. But as a rule, do you think that the railway companies now are endeavouring to charge their maximum?—No, I should not like to say that; they are not endeavouring to charge their maximum. Some of the railway companies go to a degree of nearness to it, which I, for one, regret very much, that is, some of the railway companies, others have wisely accepted the situation laid down by Parliament, and accepted the reduction imposed upon them, and not endeavoured to recoup themselves. But upon that you will find the whole matter laid down in Mr. Shaw-Lefevre's Committee report.

27,897. We have had complaints of this kind, that since the new legislation rates have gone up, and instances have been given to us, and in some cases we have tested that, because we have been able to do so. One particular case which was given was lime for gasworks, which I think you remember, after a good deal of discussion, was put into Class A.?—Yes.

27,898. And we find that the railway companies in that particular case were charging their maximum?—Some of the railway companies, one in particular, which should be perfectly well present to your mind as well as to mine—I had better not name it—has approached much nearer its new maximum than we ever thought it would under present circumstances, and consequently they have endeavoured to recoup themselves for the compulsory losses inflicted upon them. You and I hear about all the rates which they raise in consequence; we do not hear about rates which they are compelled to reduce.

Mr. *Seebohm.*

27,899. You mean compulsory lessenings, I think?—Yes, compulsory lessenings, reductions of rates, loss of revenue as compared with the old state of things. I see the ambiguity you intend to suggest. It is loss of revenue as compared with the old rate.

27,900. Yes. Is it not a fact that there are complaints, that the strain of competition for the long journeys induces the railways, in many cases, not to give due attention to the small agricultural local traffic of the districts, through which they pass?—I have heard that complaint. Naturally the railway companies have to pay more attention, and do think more of the long distance traffic, but I should not like to say that they prejudice the short distance traffic in consequence of that. The long distance traffic is more difficult to deal with, and requires more consideration, and I suppose does receive more

Mr. *Seebohm*—continued.

attention, but we receive bitter complaints from the long distance consignors, that they cannot get to the market because the rates are so high. That is, for instance, as to fish from the north of Scotland, and fish coming from Milford. We receive bitter complaints of the fish rates from Milford.

27,901. Have you complaints of the difficulty of getting sidings for farms along the lines, and that kind of thing, for manure, and so on?—No. I have not received any complaints of that sort. Sidings have been generally, as a rule, created for traffic which comes in considerable volume. It would not be worth the while of the railway company, nor of the trader, to erect a siding for traffic which did not come in considerable volume.

Mr. *Grove.*

Do you mean sidings for farmers or farms?

Mr. *Seebohm.*

Yes.

Mr. *Grove.*

But at a station?

Mr. *Richard Jones.*

27,902. In cases where farmers have applied to have a siding, and the railway company has decided against them, have they come to the Board of Trade?—We must first clear up what you mean by "siding." I rather think, you mean a station.

27,903. Yes, a station?—Well, technically, a siding is a different thing from a station. A siding is a line branching off the railway for a particular trader's convenience. What I think you mean, and what I think was also meant by Mr. Seebohm, was a small station.

27,904. Yes, a small station?—A platform at a particular place.

27,905. I happen to know of a place where a man is kept in charge, and where the trains pass, and the farmers in the neighbourhood have been applying to the railway company to form a station there, and they have not succeeded in their object?—No, I do not think any appeal would lie to anybody, for this reason, that that would involve a power on the part of somebody to impose upon a railway the obligation to make stations at every 100 yards of their line, if necessary. I do not think there is any law of that sort. A trader can make his own siding under certain circumstances, but he cannot compel the railway company to give him what amounts to a station at a particular place. With regard to that again, the amicable powers of the Board of Trade step in. If there was really good ground for asking for a station at a particular place, the Board of Trade would use their good offices with the railway companies, and have done so.

Mr. *Griffiths.*

27,906. Must there be a certain amount of traffic before a siding can be put there?—Yes, I think so. I do not think the Board of Trade would require a railway company to put one otherwise.

27,907. I do not mean a station, but a siding, a siding in a station?—It is technically a station. You mean a platform. You mean a place where they can unload.

27,908. No, a place where they can turn the truck off from the main line, where there is a single line?—You mean a little line in that sense; that is a siding. The trader can make his own, and can demand that the railway company shall give him a connexion for his siding under conditions which solely have regard to public safety, that is to say, the level of the line at the particular place where the siding is made, and the signalling, and so on, but I do not think he can compel the railway company to create a siding for him at a particular place.

Mr. *Grove.*

27,909. He would, of course, have to pay all the expenses?—Yes, he would have to pay the expenses of construction, and a certain amount of the expenses of working.

27,910. Those expenses would be so large as to be prohibitory?—They would be prohibitory for ordinary traffic. Except in the case of a large volume of traffic, I never heard of its being done—except for such traffic as Huntley and Palmer's biscuit traffic at Reading, and traffic of that size, or mineral produce.

27,911. I suppose in the reports of the recent committee we shall probably get an answer to this, as to how the rates now in force for, say, butter, poultry, and animals, compare with the actual rates of the railway companies before the recent legislation. Would it be possible to say at all?—I have not got figures to give the Commission upon that, for this reason, that there are 10,000 stations in the United Kingdom, and I should have to look at all the rates of each of those 10,000 stations.

27,912. But you have had, generally speaking, no very great complaints of matters of that sort?—No, and as I say from Wales we have had very few.

Sir *John Llewelyn.*

27,913. The Board of Trade have recognised the action of Parliament as being a revision and not universally a reduction of rates?—The word revision appears all through the Act. There is nothing about reduction anywhere, nor did the grand committee, which settled the Act of 1888, refer to reduction. The Board of Trade tried to get from that grand committee some instructions as to the basis of their action, but they entirely failed. The only words which Parliament gave the Board of Trade were "justice and reasonableness," and there was no measure whatever of what was to be just and reasonable.

27,914. Was it under this conciliation clause that the complaints have been made to which you have already referred?—It is difficult to say

Sir *John Llewelyn*—continued.

whether a complaint is a complaint under section 31 or whether it is a general grumble.

27,915. Did you treat it as such?—There were a considerable number of general grumbles which we treated as being of a general nature. But there are a great many specific complaints under section 31, which we have taken up and dealt with.

27,916. You have already told us that in 1893 they numbered 1,100. Was that from Wales alone?—There were 1,100 representations from the United Kingdom, some of them including two or more complaints.

27,917. Can you tell us how many of those referred to Wales?—Twelve.

27,918. But I understood the 12 to be with regard to agricultural produce?—Twelve referred to agricultural produce.

27,919. On the whole of the United Kingdom?—No.

27,920. I want to have that cleared up if you please. I took it down at the time that in 1893 1,100 complaints had reached you?—Yes.

27,921. Was that from the whole of the United Kingdom?—From the whole of the United Kingdom.

27,922. I further took down that 12 of those referred to agricultural produce. Perhaps I was wrong?—Twelve referred to agricultural produce in Wales.

27,923. Then the 1,100 complaints are general complaints?—Yes.

27,924. And the 12 refer to agricultural complaints from Wales?—Yes, that is so.

27,925. Would you tell me whether those included complaints from chambers of commerce as well as from individual traders?—No. In addition to the 12, there were 19 communications from corporations, chambers of commerce, and bodies of traders, protesting generally against increased rates, not specific cases of increase of rates from A. to B, but general complaints that the increase of rates was a bad thing.

27,926. You have already told us that they do not refer to the reductions of rates, but to the increases. In respect of the complaints that have reached you as to agricultural produce, have a large proportion of those been in respect of milk?—Not in Wales, I think. I do not think there are any in Wales.

27,927. Twelve agricultural complaints do refer to Wales?—The 12 complaints do refer to Wales. Four of those were with regard to agricultural produce (I do not think they were with regard to milk at all), two with regard to animals, two with regard to grain, two with regard to manure, and two with regard to provisions. I do not think the milk question has been raised in Wales. It has been raised very much upon the other portions of the Great Western system.

27,928. I have lost the proportion; 1,100 complaints are general, 12 of them are agricultural, referring to Wales?—Yes.

27,929. I have therefore no proportion to go upon. The question I wished to put to you was this, whether you considered, with regard to the

Sir *John Llewelyn*—continued.

rates which have been raised, the proportion of those which relate to agriculture is greater in Wales than in England?—I have nothing to show that, and a good deal to show the opposite I should think it is the opposite, from the absence of complaints; we have 567 agricultural complaints in the United Kingdom.

Mr. *Seebohm.*

27,930. Out of the 1,100?—Out of the 1,100.

Sir *John Llewelyn.*

27,931. That is a point now which I am very much obliged to you for clearing up?—The 1,100 representations are general, and they deal in many cases with more than one complaint. You can understand that a representation makes more than one complaint very often. We put it roughly in this way, that the 1,100 representations make 2,100 complaints, and of those complaints, 567 refer to agricultural produce.

27,932. And 12 from Wales?—Twelve of those are from Wales.

27,933. Have you any knowledge of the number of cases, which have been settled without reference to the Board of Trade, between companies and the traders?—No. They must be many hundreds; I hope many thousands. You must understand, Sir John, that the numbers of rates in the United Kingdom are counted by millions.

27,934. They are not reported to you?—They are counted by millions, and they are not always reported to us.

27,935. Generally speaking, is it your opinion that irritation has been allayed in recent months quite recently?—It is being allayed. I do not mean to say that the waves are perfectly calm at the present time; the storm is still going on, and I think it will go on for some time.

Mr. *Grove.*

27,936. Does it not arise partly from this, that the railway companies, whilst they render accounts for increased rates, are not enforcing them, but the matter is laying in abeyance; in Wales that certainly is so to a large extent?—The railway companies have a very large amount of outstanding accounts at the present moment. Mr. Shaw-Lefevre's Committee has made certain recommendations, and we have been asked to use our good offices with the Railway Association, to induce them not to press these outstanding accounts until the final decision of Parliament has been arrived at.

Sir *John Llewelyn.*

27,937. But I suppose it is within your knowledge that those outstanding accounts are being very rapidly diminished?—They are being rapidly diminished and rapidly settled; I do not say paid.

27,938. By mutual concessions?—Mutual concessions are leading rapidly to the reduction of numbers of outstanding accounts, but still there are very many.

Professor *Rhŷs.*

27,939. May I ask what is the nature of those outstanding liabilities?—It is generally in this way. Where the rates for 1893 were higher than the rates in 1892 the traders paid upon the basis of the 1892 rates, and where an additional amount was outstanding said they would leave it on the book, and not pay at present. Generally, that is the explanation.

Chairman.

27,940. May I ask you if you could give us any evidence as regards bankruptcies amongst tenants in Wales for 1892 or 1893 as contrasted with England?—My Lord, I thought it would be more satisfactory to the Commission if the evidence as regards foreshores were furnished to you by Mr. Trevor, the Assistant Secretary to the Board of Trade, who is thoroughly conversant with the administration and with the Acts of Parliament relating to foreshores, and the evidence as regards bankruptcy were laid before you by Mr. Smith, the Inspector-General in Bankruptcy. They have both of them most carefully collected certain facts which they have to put before the Commission, and I think it would be of convenience to the Commission, that the evidence with regard to those facts, should be laid before you by those two gentlemen instead of myself.

The witness withdrew.

Mr. CHARLES CECIL TREVOR, C.B., called and examined.

Chairman.

27,941. You are Assistant Secretary to the Board of Trade?—I am.

27,942. For 27 years you have been in the department dealing with foreshores, amongst other subjects?—I have had charge of that department for 27 years.

See 27,563. 27,943. Then the management of foreshores was transferred 27 years ago to the Board of Trade, I believe?—Yes, from the Commissioners of Woods and Forests.

27,944. Can you tell us anything about the jurisdiction exercised by the Admiralty previous to 1862?—In the year 1862, by the Harbour Transfer Act of that year, a great deal of the Admiralty jurisdiction, as I may call it, formerly exercised by the Admiralty, was transferred to the Board of Trade; and when the Board were four years afterwards invested with the management of the rights of the Crown in the foreshore and the bed of the sea over which the tide flows, it was found that their hands were thereby materially strengthened in guarding the navigation interests, which had passed to them from the Admiralty. You can imagine that before the transfer, the ownership of the shore might have been used in antagonism to navigation interests, but the combination of the two jurisdictions in one department was naturally to the advantage, certainly of navigation.

27,945. When the management of the foreshores in 1866 was transferred from the Woods and Forests to the Board of Trade, how were the applications which were made to them, and which they dealt with, governed?—By the same Acts of Parliament under which the Commissioners of Woods and Forests themselves had acted, principally by an Act of the year 1829, called the Crown Lands Act of that year, but it is rather an elastic Act, and the present Board of Trade endeavour, so far as they can, to look after the interests of navigation. There are two prominent considerations generally in the mind of the Board now, that is, the benefit of the public, and the interests of navigation. Those were not necessarily before the minds of the Commissioners of Woods and Forests 30 years ago, but I think since the transfer to us we have endeavoured, at any rate, to keep those in view.

Chairman—continued.

27,946. Can you tell us what the general considerations are on which the Board act?—Some of those considerations are to prevent encroachments upon the foreshore, such as the construction, without permission, of piers, walls, drains, &c., and again to prevent, whenever possible, the exclusion of the public from the use of the shore for either walking, bathing, boating, or fishing, or other like occupations. Then, again, it is our duty to watch all Bills in Parliament which may contain provisions affecting navigation, or for the acquisition of the foreshore, and where necessary to report to Parliament upon them. Then, of course, we, being the department exercising the rights of owners of the shore, have power to either sell or license the use of the soil wherever it is desirable to do so. But as I said before, our main object is to preserve, so far as possible, the rights of the public over the shores.

27,947. You look upon yourselves as the representatives of the public?—The guardians of the interests of the public, so far as is compatilbe with the rights of the Crown, who are *primâ facie* the owners of the shore.

27,948. Is it the practice of the Board to part with the rights and interests of the Crown in foreshore?—Speaking generally, it has not been the practice to part with the rights and interests of the Crown, except for the purpose of some useful works in immediate contemplation. Take, for instance, the case of an owner of a sea-board property; he wants to put a groin up in a particular place, either to prevent the shingle coming in a particular way, or as a protection of a particular part of his property. That is an instance in which we should at once entertain his application. Then, again, in the case of a local authority, if they have obtained power to make byelaws for controlling the use of the shore adjacent to their district, we are always ready to consider most favourably any applica-

Chairman—continued.

tion for our consent to such a byelaw. As we are talking about Wales, take Llandudno for instance; the local board at Llandudno may want to make byelaws for the purpose of preventing nuisances on the shore. If the shore belongs to us, in those cases we immediately say we will consent to those byelaws unreservedly.

27,949. In cases of works not authorised by Parliament, when application is made for your consent, what requirements are made by the Board?—Our almost invariable practice in that respect, is to call upon the applicant to give public notice in the local newspapers, so that everybody in the locality should have an opportunity, if he chooses, of coming forward and making either an objection or representation or communication to the Board of Trade, and whatever he has to say is considered and heard. Of course, there are many instances in which, when these objections have been forthcoming, the application is sometimes even withdrawn, and occasionally refused. It depends upon the nature of each particular application.

27,950. When the Board consider applications, what do they principally bear in mind?—Of course, one of the primary considerations we have to bear in mind in regard to anything connected with tidal waters, is what effect it will have upon navigation; for instance, a pier or a groin might be proposed in a place which is unsuitable; or again, it might be proposed where it would extend too far into a navigable channel, thus obstructing the navigation; it might unduly affect the sea defences in the neighbourhood; or again, works might be proposed which would tend to silt up and deteriorate existing navigable waterways; or dredging operations might be contemplated which would alter injuriously the channel, or assist the sea in undermining the foundations of any quays or other works in proximity. Of course, in such ill-advised cases as these, the applications would not be entertained. We have at hand a professional adviser, a sort of hydrographer to the Board of Trade, who can always tell us by looking at his charts, &c., what the effect of a particular work would be. If he reports against such an application it is necessarily dead at once.

27,951. Where only the mere interference with the shore is proposed, such as the construction of sewers, groins, and other works of a small and unimportant character, what does the Board generally require as a recognition of their rights?—The most nominal pecuniary acknowledgement, say, 2*s.* 6*d.* or 5*s.*

27,952. What is the general custom as regards the case of promenade piers, and so on?—Promenade piers, as a rule, are authorised by a Provisional Order confirmed by Parliament. In those cases we never require the local advertisements, because it is assumed that when the parliamentary powers are obtained, all notices have been, and in fact all notices must have been, given before those powers are obtained. Therefore the local public are thoughly conversant with what is done or proposed. When Parliament has sanctioned a work

Chairman—continued.

of that description, we offer a grant of so much only of that shore as is actually required for the sites of the pillars or supports of the pier, by which procedure we retain for the public the use of the foreshore and of the sea under and around the pier. So that the pier company cannot say to you or to me going out in a boat, "Oh, you "must pay a penny for going under our pier;" all they get is the parliamentary rate for using the deck of the pier, and the ownership of the soil in which each of their pillars are situated, which, of course, after the pillar is put there is of no use to the public.

27,953. Have you any hard and fast rule with regard to the consideration money paid for conveyances?—The amount of consideration necessarily varies very considerably, and chiefly depends upon whether it is for private profit or for the public benefit. If it is for private profit, the fair value, frequently settled after valuation by a competent surveyor, must be paid; if the latter, that is, if it is for the public benefit, the Board are often prepared to make a grant or lease for a moderate or even nominal sum, and many small piers, boat slips, and other useful works have been made by local subscriptions or loans which might never have come into existence, if the full value of the Crown's rights had been enforced or demanded. The Act of Parliament of 1829, leaves a reasonable discretion to the Department in dealing with shore in that way. Any large area, the title to which is not disputed by anybody, must go to a valuation by the Act of Parliament, and whatever the valuer fixes as the proper price, we are bound to ask.

27,954. Does it ever happen that when materials are removed from the foreshore below high-water mark, the owner of the land above the high-water mark, thinks damage may occur to his lands, and consequently complains?—Yes, we have frequent complaints of that sort, and the way we entertain them is in the first place to try and get, after local inquiry, some proof that there is a *primâ facie* ground for the apprehensions of the complainant. We have the services of the coastguard all round the country, and of collectors of customs, who are asked to give us a report upon any local complaints of this description. If we have a *primâ facie* case made out, we permit the complainant to exhibit a notice prohibiting the practice complained of, and assist him so far as we can, in taking, at his own expense, any proceedings that may be necessary to enforce the terms of the notice.

27,955. Can you call to mind any illustrations of this?—Yes, there is a case which the Commission themselves will be very familiar with. I have been favoured with a proof copy of some evidence that was given before your Commission, in the case of the Cemlyn Bay foreshore, which is referred to at questions 20,006 and 20,092 of the evidence.

Sir *John Llewelyn.*

27,956. That is in Anglesea?—Yes, in Anglesea. The number of the question with respect

Sir *John Llewelyn*—continued.

See 18,839, 18,926, 18,932–41, 20,006, 20,092–4, 20,329.

to this claim is 20,094, on the 24th day. I may state shortly the circumstances of that case. Lady Neave and Sir George Meyrick complained in June 1891, that the removal of materials from the foreshore of Cemlyn Bay, below the line of high water, was calculated to damage their property above that line, and, after consideration, the Board gave to those landowners permission to exhibit a notice, prohibiting the removal. In September 1891, that would be two or three months after the permission was given, the local agent for those landowners asked to be allowed to prosecute a man for removing materials contrary to the terms of the notice, and the Board authorised the prosecution. From the judgment of the county court judge, already handed in by a witness before this Commission, it would appear that the county court judge, after himself visiting the locality, decided that no risk of damage in the immediate future was probable, and declined to interfere with what he considered the prescriptive right of the defendant to take materials. This judgment, however, I would point out did not affect the title of the Crown to the soil of the shore; it merely said that the farmer or individual, I forget what his calling was, had a right with everybody else to take the materials if he wanted them. We should never have dreamed of interfering in such a case as this, if we had not been fairly *primâ facie* satisfied that there was a chance of damage and injury. The court decided there was not. I do not know with what object that judgment was put in before you, but I do not think it goes so far as to say, that the county court judge decided any question of title. The Crown were not before him, and they were not in the case, and therefore he had no ground to decide it, and I do not suppose that he did decide that.

Mr. *Grove.*

It was purely a question of damage.

Mr. *Seebohm.*

27,957. One person taking one barrow load might be innocuous, but as a principle it might be very dangerous?—Certainly.

Mr. *Grove.*

27,958. In that case you allowed those local landowners to use the name of the Board of Trade in the prosecution?—Yes, that is our practice. Where damage is impending we say to them, "You may stand in our shoes, provided, "as the damage is going to be to you, you pay "the expenses."

Chairman.

27,959. There was a report of the county court judgment handed in on the 11th October 1893 before the Commission, when it sat at Llangefni, in the Isle of Anglesea?—Yes.

27,960. Is there any other class of cases that you can mention?—There is another class of cases, where the owner of the adjoining land claims the shore as part of his manor. I need not say that those descriptions of cases are rather numerous. A claim is easy to make, but it is not always so easy to prove. However,

Chairman—continued.

there are many cases in which it has been considered desirable to effect a compromise with a claimant by granting him, upon terms deemed satisfactory by the Board, a conveyance of the rights of the Crown in such foreshore, at the same time providing in the conveyance for the free use and enjoyment of the shore by the public, for bathing, walking, fishing, &c., so long as it is below high-water mark, and also for the protection of navigation. I can give you an instance of that class of cases in Wales, viz., the Marquis of Bute at Cardiff. There was a considerable tract of shore there, as to which for a long time there had been a dispute. His claim was considered by our local advisers to be a strong one, and he was anxious to compromise, and he made us an offer; I think he offered us 6,000*l.* odd for 1,200 odd acres, and that offer was accepted.

Mr. *Grove.*

27,961. Was that sold to the Marquis of Bute recently, or at least 10 or 12 years ago?—The 1,211 acres were sold in March 1888 for 6,055*l.*

27,962. Do we gather that any local inquiry was held in that matter, to show what rights the public had in any way to these particular 1,211 acres, before you sold that to the Marquis?—No, there was no inquiry in that case. It was practically a compromise of a claim.

Mr. *Seebohm.*

27,963. Then it would be sold subject to any public rights?—It would be sold subject to any public rights, and of course the moment 10 acres, say, of this site had been embanked or enclosed, or put into a dock, the public rights must necessarily cease in respect of that particular portion of it.

Mr. *Grove.*

27,964. Then do we gather that the conveyance (I presume there would be that legal document) to the Marquis of Bute, would reserve to the public any existing rights?—Yes, so long as the shore was covered with water, and not shut out by a dock wall or anything of that sort.

Chairman.

27,965. Do the Board of Trade ever report to Parliament their dealings with regard to foreshore?—Yes, always, I may say. Every five years we present to Parliament a parliamentary paper setting out every dealing we have had during the previous five years. If the Commission wish to have the particulars of those returns, I will give the reference to the parliamentary papers:

No.	61	of session	1872.
„	127	„	1877.
„	122	„	1882.
„	100	„	1887.
„	118	„	1892.

That gives all the dealings of the 25 years from the date of the transfer of the jurisdiction to the Board of Trade down to the end of December 1891, and whoever will be responsible at the end of the next five years will no doubt present a similar parliamentary paper to Parliament. According to these returns, the number of dealings with foreshores by the Board in the 25 years

Chairman—continued.

from 1st January, 1867, to 31 December, 1891, is as follows :—

	Conveyances.	Leases.	Acknowledgments.	Total.
England -	147	88	377	612
Wales -	38	22	63	123
Scotland -	150	46	171	367
Ireland -	81	22	235	338
Total -	416	178	846	1,440

Mr. *Grove.*

27,966. Then the transfer was in 1866?—Yes, from the 1st day of January 1867. The Act of Parliament, the Crown Lands Act, was in 1866.

Sir. *John Llewelyn.*

27,967. When these parliamentary papers are laid before Parliament, there is an opportunity for any Member of Parliament who considers it a public grievance, to bring the matter before the House?—Naturally there is.

27,968. Has that been done in many instances out of these 416 cases, which I see you have reported?—I do not remember at the moment a single instance.

27,969. I suppose that, amongst others, this conveyance to the Marquis of Bute would have been included and reported to Parliament?—It was included and reported to Parliament.

27,970. And an opportunity then did occur in which the public might have a voice and take exception, if they had any exception to take?—Certainly.

Mr. *Grove.*

27,971. But when you say that an opportunity occurred to the public, does it not seem more reasonable to suppose that there should be a local inquiry, before important powers of this kind were transferred over to private individuals?—There would be a quasi local inquiry in an ordinary case, but in a question of disputed claim, where there is a fair ground for the legal advisers of the Board of Trade considering the claimant had something to say, at any rate, from his point of view, I do not think that a compromise of that sort should be bruited abroad before it is settled.

27,972. And that seems practically to shut out the public from a voice in the matter?—To a certain extent it does, but I think, considering that all public rights were reserved at the time, the general public had very little to complain of.

Mr. *Seebohm.*

27,973. As to those special acres that were taken away from the public rights, they were taken to make a dock, were they not?—Yes, but that was the question, whether it belonged to the public or not. Supposing Lord Bute had taken proceedings and got a verdict, they would have been entirely ousted, whereas by this compromise and by this deed, they have certain rights still reserved to them with his consent, and the public have got the benefit of the 6,055*l.*

Mr. *Grove.*

27,974. Do we gather then, that certain specific rights were retained for the public in the deed, or that, generally speaking, the existing rights would be maintained?—I have not got a copy of the actual conveyance given to Lord Bute at the time, but I have a copy of our model form of conveyance, which reserves most fully the public rights.

27,975. Would it be troubling you too much to just read those few words in your ordinary form of conveyance. This is a matter of some interest to us, because we have had complaints on this very question?—You have had complaints in, I think, a case where the claim had been admitted. You are referring to the Duke of Beaufort's case are you not? See 6189–6422.

27,976. That is so?—In Lord Bute's case the claim was not admitted at all.

27,977. But the Cardiff case was mentioned by one witness, I think?—There is a reservation in the deeds: I do not say that it is so in all deeds, but it is the common form and it may be varied or altered and sometimes omitted, but not often, in any particular deed. The reservation is in these words: "Except nevertheless " and always reserving to the Queen's Majesty, " her heirs and successors, out of this present " grant full and free right for Her and them, " and for all persons by Her or their permission " (which permission shall be assumed to have " been granted unless the contrary be shown), " to ride, drive, walk, or otherwise pass to and " fro, over, and to fish and bathe upon, and to " gather sea-weed and ware from the premises " hereby granted, and to land thereon goods and " passengers from vessels and boats, and to " embark therefrom goods and passengers in " vessels, and boats, but so that erections or works " constructed or placed on the said premises, " with the consent and approval of the Board " of Trade as hereby provided, shall not be " prejudiced or interfered with by reason of the " aforesaid exception and reservation."

27,978. Then there are no general words as to any other existing rights, I suppose. Would you specify those?—There is this: " And also except and always reserving as " aforesaid all rights of way and access to and " over the premises now existing by means " of any public road, footpath, bridge, or other " means or by means of any road, footpath, or " bridge shown on the said plan hereto " annexed," and so on, and a full right of entry on the premises.

Mr. *Seebohm.*

27,979. We will suppose that those 1,200 acres of shore, which were taken by the neighbouring landowner, had been the whole of the shore that was used by the public for bathing, and all that kind of thing, and that it was taken into a dock. I suppose the public rights would immediately attach to the new shore, which the sea would be sure to cast up. It would not involve the taking away of the ordinary rights of the watering place in the neighbourhood of the docks, would it?—You see the accretion of land in that way varies according to the coast a great deal; on the east coast of England

Mr. *Seebohm*—continued.

for instance, the sea may be continually receding; possibly in the west it may be coming the other way.

27,980. But in the Swansea case that was one of the grievances, that the public were debarred by the construction of these docks, which were partly for private emolumemt, from the ordinary exercise of their rights?—Yes, but is not that a natural consequence of the construction of a dock authorised by Parliament; Parliament knows it when it gives leave to have these docks made, and if public rights were to be retained in every work of that description, you would hardly keep the trade in the country.

27,981. But is it not a very strong reason for a local inquiry?—Yes, but Parliament have not provided for a local inquiry in the case of any work authorised by them. As a rule, our practice of advertising produces local objections, but those, of course, are in cases only that have not been authorised by Parliament.

27,982. It is a matter, I think, between the rights of the national public and the local public; 6,000*l.* odd comes into the pockets of the national public, and it may be to the injury of the local public?—It may be, but then you cannot eliminate from consideration in that particular case, the value of the claim of the landowner.

Mr. *Griffiths.*

27,983. I should like to ask you this, Mr. Trevor, the extent of your limit is high-water mark, is it not?—The boundary of the Crown's rights has been determined by a case in the Court of Appeal in Chancery, in the year 1854; the line is defined to be the line of high-water mark of an average or medium tide, that is, a tide between a high-water spring and a high-water neap, so that the Crown rights extend from that to the low water of an average or medium tide. Then we come from there to the bed of the sea beyond low-water mark, which so far as territorial limits go, has always been considered to belong to the Sovereign of the country.

27,984. In such a case as you mentioned just now, where the sea has receded, say, 200 or 300 yards, and sand has accumulated up to 30 feet high and grass has grown upon that, which the sea is never likely to cover over again, to whom does the land belong, to the lord of the manor or the adjoining landowner?—That depends upon whether the recession or accretion has been gradual or sudden caused by say some storm; gradual or the reverse. If it is gradual and imperceptible it belongs to the owner of the adjoining land; if it is sudden and considerable, caused, for instance, by a work made, a dock, a wall, or a groin, or anything of that sort, then it belongs to the Crown; *primâ facie*, of course.

27,985. Where the lord of the manor has his jurisdiction over that very plot of ground, though it is not exactly his ground but it was within his manor, would he not have a claim to it?—No, I think the idea of law is, I do not speak as a lawyer, that what one owner loses in one place, another owner gains in another. It may not be satisfactory to the one who loses.

Mr. *Griffiths*—continued.

27,986. May I ask you again, for my own information, have the public a right to walk within a certain distance of the high-water mark?—Do you mean above it or below it.

27,987. Along the shore above it. In some parts they claim a right of way?—That depends upon the owner of the shore. Take a watering place, as a rule the beach, as it is called, that is, the shingle or sand which is above high-water mark, is common property, but in many cases there is an owner of the land, in fact, I believe in all cases, there must be an owner of the soil above high-water mark; it is not the Crown, and we cannot interfere with anything above high-water mark.

27,988. There is a certain amount of public opinion to the effect, that they have really a right to go along the sea coast, all round, everywhere?—I cannot say anything upon that point. The Crown do not claim that right, and have never exercised it so far as I know.

27,989. Have there been any sales of late of these foreshores to lords of the manor or to landlords of adjoining districts?—There have been in the 25 years, 38 conveyances in Wales, some of them to railway companies, for instance, the Barry Docks.

27,990. I did not mean to private people, except it was to the adjoining landlords?—We do not, as a rule, make any conveyance to a landlord merely for the purpose of adding to his property, for instance. As I have said in my evidence already, our practice is only to give shore for works in immediate contemplation.

Mr. *Brynmor Jones.*

27,991. I do not know whether you quite appreciate the point which Mr. Griffiths was making. According to the law as you have laid it down, the Crown right ceases at what may be called the medium high-water mark. Therefore, it would follow in strictness that all the soil above that medium high-water mark belongs to some private owners presumably; consequently, if I were by the seaside just at high water, I must be presumably a trespasser. That is the point Mr. Griffiths is making?—No doubt in theory that may be so.

27,992. Have you had any complaints anywhere, either from landowners adjacent to the seashore, that the public trespass and commit nuisances upon their private property, or do you find, on the other hand, complaints from the public at large that landowners exercise their rights oppressively?—There are not many complaints of the latter order. I know none of the former. I hoped to have been able to give you an instance. There is one that was in my mind, and it is one that occurred more than 20 years ago. A landowner at Filey, who, as we were afterwards advised, had got the foreshore, prevented boats being beached above the high-water mark. We were then in hopes of stopping it, but I cannot trust my memory at this distance of time, to tell you the exact particulars of that case. There is no doubt that was a very great hardship to fishermen, who ought to be able to

Mr. *Brynmor Jones*—continued.

put their boats out of reach of danger from the tide.

27,993. Then the strict legal doctrine, as laid down by you, does lead to inconvenience almost necessarily?—I attempted to guard myself against laying down the law, but I think it will follow naturally that there must be some owner of every part of the shore. The Crown do not claim anything above that medium high-water line. Somebody else, therefore, has the property in the shore above it. Whether they use that right oppressively or not, I am afraid we have no means of either stopping them or preventing them.

27,994. Of course, the question of boundary as between the Crown and the private owners is a matter that has to be decided by reference to the facts of each particular case, I take it?—Yes. I do not think that, as a rule, we have any difficulties. The coastguard, for instance, have no difficulty in settling what is that medium high-water line. In some cases, where the shores are very flat and go out a very long way—I have some in my mind in the Bristol Channel, Weston-super-Mare, for instance—where the high-water line is about a mile and a half from low-water mark; there, of course, the shore is very extensive. In other cases there may be cliffs, and there may be but a few inches of shore between high-water and low-water marks. So that, of course, it varies according to each locality.

27,995. With regard to the Cardiff case, do I understand you to say, that that was a compromise between the Board of Trade and Lord Bute?—In the nature of a compromise. He had advanced his claim for many years, and there was some difficulty among the legal advisers of the Board, as to whether his claim was a good one or not, and, of course, litigation is always expensive to both sides, therefore, it was settled. I do not know whether the litigation had actually commenced in that case. Proceedings had not been begun by Lord Bute, but I believe there was an idea that they would be.

27,996. But the Crown was in possession, was it not?—Nominally, yes.

27,997. Do you happen to recollect, whether any correspondence has come before you in reference to Bangor foreshore or ferry rights?—Do you mean Garth Ferry at Bangor? ee 13,226.

27,998. I think it was the Garth Ferry. I mean some evidence has been laid before us in reference to the matter?—I believe there is a claim of the Ecclesiastical Commissioners there, in right of the Bishopric of Bangor. I could not say offhand, but I know there have been some papers about it. We have not admitted their claim yet, but there is a Bill before Parliament this coming session, in which the corporation are seeking power to make a pier close to Garth Ferry, and no doubt if there are any objections on behalf of the public, it will come out before the committee.

Chairman.

27,999. I have one question more to ask you; into what fund in the Treasury is the rent of the foreshore paid?—That is provided for by the 12th and 13th sections of the Crown Lands Act, 1866. The 12th section is as follows: "All "money which is received by the Board of "Trade in consequence of the exercise of any of "the powers or authorities, rights or privileges "conferred on them by this Act, and which if "this Act had not been passed would have been "carried by the Commissioners of Woods as "annual income to the Consolidated Fund of "the United Kingdom, in this Act called the "Consolidated Fund, shall be paid by the Board "of Trade into the receipt of Her Majesty's "Exchequer, and shall be carried to, and form "part of, the Consolidated Fund." That means, generally, that anything in the way of income is to go to the Consolidated Fund, and anything that is paid as capital, for instance, this 6,000*l.* odd that we have been talking about, is paid into the Treasury and applied by them to the reduction of the National Debt, so that you may say that annual income goes to the Consolidated Fund, and capital to the reduction of the National Debt.

Mr. *Brynmor Jones.*

28,000. Reverting to the Cardiff case for one moment, may I ask what the general nature of the case set up against the Crown was. I will tell you why I am asking. You say the Crown was nominally in possession, that means that the Crown was in possession in the same way that it is in possession of most of the foreshore that belongs to it?—Yes.

28,001. Then how long had that state of things gone on?—There had been several encroachments on the shore, which we had attempted to prevent and stop, and we found our hands were very weak in doing so; in fact, in some of them we were put at defiance, and the then President considered that it was a very good compromise to make with an offer of that sort.

28,002. But how long had the lord of the manor been out of possession?—I do not quite understand your term of "out of possession.' He was claiming continually.

28,003. The lord of the manor kept on saying, "This foreshore is mine"?—Yes.

28,004. And he proceeded to try and do certain acts, I suppose, or to justify the acts done by certain persons?—Yes.

28,005. But the Crown all the time was in possession, as I understand it?—Yes.

28,006. Why did not the Crown simply hold its hands?—We do not like to go to law if we can help it.

28,007. But it would be for the lord of the manor to go to law under the circumstances you are stating. Do you see my point?—Yes, I do.

28,008. What was the general nature of the title that was set up here?—I could not remember at this distance of time without having the papers.

Mr. *Brynmor Jones*—continued.

28,009. Did the advisers of the Marquis of Bute lay their documents on the table before you ?—We acted under legal advice at the time.

28,010. No doubt. These things are brought to our notice, and I only want to know a little more particularly what the nature of the claim made was, and why it was that the Board of Trade, no doubt acting according to advice, acquiesced in the claim ?—Well, I could not give you the actual particulars, but the general aspect of the claim was, that we considered it a good one, not so good as to admit it, but that there was very great weight in the claim, and we considered it was best for the public, and for everybody to say: "Very well, if you are prepared to "come to terms, what are you prepared to "give ?

Sir *John Llewelyn.*

28,011. Will you kindly hand in to the Commission the names of the 38 or 39 conveyances, whichever is the number which are referred to, in Wales ?—They are included in these parliamentary papers that I have given you the references to. May I just take one case as an example. I do not know whether you want more than this. I will take an Anglesea case, which is the first alphabetically. Here is a sale : "Anglesea County. Description of premises :— "Bed of Menai Straits at Tal y foel, required "for addition to pier. Date of deed," so and so, "Name of purchaser : Corporation of Carnarvon. "Amount of consideration money, 5*l.*"

Mr. *Grove.*

28,012. There is one point we have not touched upon, that is Colwyn Bay. I do not think it has been mentioned. Evidence was given, that application was made by the London and North-western Railway Company to purchase, along the coast in the bay, two miles of foreshore ?—Yes; there was a question asked in Parliament recently about it, and I am afraid I am not in a position to give you any information with regard to it, because that shore is under the management of the Woods and Forests. The Act transferring to us made certain exceptions, among those exceptions were anything that the Commissioners of Woods had previously dealt with. This comes in that class of cases, and the representative of the Woods and Forests may possibly be able to give you that information.

28,013. That is so, so that you can add nothing to what Mr. Sowray has told us ?—I can say nothing whatever about it.

28,014. I should like to ask you a question with regard to the Swansea Corporation and the Duke of Beaufort. Have you any knowledge at all, in your Department, of the disputes that have been going on there ?—No, none at all, except so far as this goes, that 27 years ago, when the transfer was made, we were furnished by the Office of Woods with a list of claims that they had admitted, and among those was the

See 27,975.

Mr. *Grove*—continued.

Duke of Beaufort's for this Terra de Gower, which they asserted to have been decided by a case in the Court of Exchequer. We took what they gave us, and we have never exercised any claim whatever in respect of that. That is a sample of one of the large adverse claims in Wales that have been admitted. There is another large claim which, perhaps, you may be interested to know of, viz., the whole of the River Dee. The River Dee Company, by Act of Parliament, have got almost the whole of the foreshore of the River Dee, and the Board of Trade have no power to stop the erection of anything there.

28,015. Have there been any disputes to your knowledge at Newport as regards the foreshore ? —In the River Usk ?

28,016. Yes ?—I could not say without having our maps before me ; but, speaking generally, there are two claims, one on each side of the river there, that are practically not disputed. Of course, the Commission will very properly understand, that in giving public evidence which has to be printed, I ought to be very chary of saying anything about adverse claims, but we do not dispute certain claims in the River Usk. Probably you will not ask me who the claimants are.

28,017. Oh, no. Then when you speak of protecting the rights of the Crown, do we understand that that means the rights of the public ? —To a great extent. Of course there are rights of the Crown that are not the rights of the public ; for instance, there is this money that has come to the Treasury, though to a certain extent, even there, that is to the interest of the public.

28,018. So that it would appear then that the public ought to be acquainted with these transfers and sales before they are effected ?—Generally speaking, they are acquainted with them.

28,019. But by local inquiry rather than by parliamentary papers, at least, that is the point that appears to me to be somewhat desirable ?—But I think the Commissioner has in mind the previous part of my evidence, that the general rule for all applications for works not authorised by Act of Parliament, is that we do have a local advertisement by which is produced any local objection. In the case of a Bill before Parliament, of course there are the ordinary parliamentary notices, the Bill has to be deposited, and plans have to be deposited in the locality in accordance with Standing Orders, and, therefore, it seems unnecessary for us to go over exactly the same ground in the case of works that are authorised by Parliament.

28,020. Partly, probably, because those works generally confer a benefit upon the public of the town or the place where they are made ; for instance, the making of a dock must, of course, confer a considerable local benefit upon the public ?—Yes.

Professor *Rhŷs.*

28,021. I should just like to ask a question about the Dee Company, which you alluded to

Professor *Rhŷs*—continued.

just now. The Dee Company still exists, I suppose?—I believe so.

28,022. Was it not a company formed with a view to enclosing land there?—I could not say, I am not familiar with what the company did.

28,023. As a matter of fact they began a very big wall, which was broken into, and I do not think it has been at all repaired of late. What I want to know is, supposing this company exists and they do nothing, or do not act on the main lines of the objects of the company, how long is the Crown to be excluded from the rights it had previous to the existence of the company. You see the Dee Company might exist for many years and do nothing, and prevent other people doing anything, that is my point?—It is possible (I do not know of my own knowledge) that the River Dee Company have got an Act of Parliament, authorising them to do certain things and to acquire certain ground. If they have acquired that ground, Parliament alone can take it away from them.

Mr. *Brynmor Jones.*

28,024. One question more, Mr. Trevor, I want to get this perfectly clear. Was this compromise, or this transaction in the nature of a compromise, effected by the Board of Trade without any notice being given to the Mayor and Corporation of Cardiff?—I think no notice was given at all; in fact, I remember now that the Corporation of Cardiff made a complaint to us, that they had not been consulted.

28,025. Without asking you to express any opinion in reference to that transaction, do you not think it would be for the public interests that before these sales, or before any compromise of Crown rights took place, the local authorities should receive notice and have an opportunity of being heard?—I think in ordinary sales, certainly, but I do not wish to go quite so far in cases of compromise.

28,026. But do you not think that where the claims are doubtful, those are the very cases in which the Board of Trade might usefully take counsel of the local authorities?—I think it is quite possible, that such a course would practically put any chance of compromise to an end. As a rule, a local authority is not always on all fours with the local landlords. It was considered, so far as I could see by the papers, a good thing for the Crown to have this compromise, and it might be unadvisable to consult people who might prevent it.

28,027. But supposing the local authority felt so strongly about it, that they were willing to undertake the risks of litigation?—That is a totally different case.

28,028. Not so, because Cardiff never had the chance of saying whether it would or would not run the risk of litigation?—Well, the compromises are not many, and although I would not quite say *de minimis non curat lex*, I do not think it is so very large an item in the administration of foreshore.

Mr. *Brynmor Jones*—continued.

28,029. The case of the Terra de Gower was a very special one, so far as I could understand it. The grant which was proved in the case in the Exchequer which you alluded to, was an old grant, I think of King John's, as to the existence of which there could be no doubt, and it was a definite grant, not of simply a manor, but of a lordship extending over a considerable territory, and which appeared to confer upon the grantee *quasi* legal rights?—Yes.

28,030. Was there any suggestion of such a grant from any sovereign in the case of Cardiff?—I could not answer that without looking at the papers again. I was not aware that I should be examined upon the details of the Cardiff case, and I only mentioned it in my examination in chief, as an illustration of cases of compromise, which come before us.

Chairman.

28,031. There are two or three questions which have been handed in by Mr. Vincent. "Do not various owners in Anglesea claim "property in the foreshore of the island?"—There is one case I am aware of; Mr. Bulkeley Hughes claims at a place called Cemmaes in Anglesea.

28,032. "Does he base his claim on a grant?"—I am not aware of the particulars of his claim. It was made before the administration came to us, and all we know is that he does claim.

28,033. "Is it not the fact that when private "owners of foreshore grant licenses to persons to "carry on works, those licenses are usually "made subject to the consent of the Board of "Trade?"—Does "private owners of foreshore" mean people whose claim the Crown have either admitted or declined to dispute?

28,034. (Mr. *Vincent.*) Yes?—I am not aware of any cases, in which private owners of foreshore grant licenses to persons to carry on works.

Chairman.

28,035. "Are any considerable parts of the "foreshore of Wales not the property of the "Crown"?—I have already given the two cases in which the largest areas of foreshore are not disputed by the Crown—the River Dee Company, and the Duke of Beaufort's claim at Gower. There are a few other claims, but I think they will all be shown by a single figure; they do not go into two figures.

28,036. "In the event of an accretion, "whether gradual or not, upon foreshore in "respect of which another owner than the "Crown, claims to possess the rights of the "Crown, (assuming the claim to be proved) "would not the new land become the property "of that owner?"—That is a question of law which I do not feel competent to go into.

Mr. *Brynmor Jones.*

You might refer Mr. Vincent to "Hall on Foreshore."

Mr. *Seebohm.*

28,037. We had a case in Swansea, I think, showing that the Duke of Beaufort had made claim to new ground that had been thrown up from the sea, and actually got from the Corporation of Swansea a large sum for the ground. That was one of their great hardships?—But that was a gradual accretion.

Mr. *Grove.*

28,038. It was 25 or 30 years, or something of that sort?—But the book to which the Commissioner has just referred, lays down the whole of the law very clearly.

Mr. *Grove*—continued.

Chairman.

28,039. "Are you aware that the Ecclesi-
"astical Commissioners have recently sold the
"'occasional' island of Gorad Goch, claiming to do
"so as successors of the Bishops of Bangor"?—I am not aware of it, the sale of an island above high water mark would not be brought to the notice of the Board of Trade.

The witness withdrew.

Adjourned for a short time.

Mr. John Smith called and examined.

Mr. *Brynmor Jones.*

28,040. You are the Inspector-General in Bankruptcy?—Yes.

28,041. Your duty is to exercise supervision over the administration of the Bankruptcy Acts throughout England and Wales?—Yes.

28,042. Have you in that capacity become acquainted with the statistics relating to failures among the agricultural community?—Yes; certain statistical returns are made, and it is my duty to make myself acquainted with them.

28,043. And I think you have made some investigations?—Yes, I have made some investigations into the question of agricultural insolvencies in Wales during the last three years.

28,044. Into what class do you divide those insolvencies?—There are two systems of winding up; one under the Bankruptcy Acts, which takes place in the bankruptcy courts, and the other under private deeds of arrangement. Until within the last few years, we had no information with regard to private deeds of arrangement, but since the passing of the Deeds of Arrangement Act, 1887, certain returns are now required by law to be furnished to the registrar of bills of sale, and he is required to make certain returns to the Board of Trade. I am therefore able to give some figures, which will include both the bankruptcies and the private deeds of arrangement.

28,045. In regard to the first class of cases, the information is based upon official returns?—Yes, Gazette notices and returns which are made by the various courts.

28,046. Of course you have the statements of affairs filed?—Yes, statements of affairs, sworn to by the debtors and filed in the different courts.

28,047. Then, I suppose, with regard to the second class of cases, besides the Deeds of Arrangement Act, you have some information from the documents filed under the Bills of Sale Act?—It is under the Deeds of Arrangement Act that a trustee in a private deed of arrangement is required to make certain returns. In these deeds a debtor is now required to furnish a list of his creditors, to state the amount of his liabilities and assets, and an abstract of that information is furnished to and registered with the registrar of bills of sale.

Mr. *Brynmor Jones*—continued.

Mr. *Seebohm.*

28,048. What is the date of the Bankruptcy Act itself?—1883. The Deeds of Arrangement Act only come into operation in 1888.

Mr. *Brynmor Jones.*

28,049. What general conclusion do you come to, in regard to the increase or the decrease of insolvencies amongst farmers in Wales during the last three years?—They have considerably increased. I can give you the figures combining the deeds of arrangement and bankruptcies. I may say these are purely farmers' failures. There are one or two other cases of persons engaged in other occupations, who combine farming with these occupations, but these would not appear in our returns as agricultural failures. For the year 1891 the number of failures was 24, with liabilities amounting to 10,471*l.*; for the year 1892 the number of failures was 32, with liabilities amounting to 20,878*l.*; and for the year 1893 the number of failures were 42, with liabilities amounting to 32,708*l.*

28,050. You could give us, I daresay, the details under each branch?—Yes, I have them here, both under deeds of arrangement or bankruptcy.

28,051. I think we should like to hear them?—The receiving orders in 1891 were 20, with liabilities amounting to 7,880*l.*

Mr. *Seebohm.*

28,052. What do you mean by "receiving orders"?—Bankruptcies proper. In 1892 there were 27 receiving orders, with liabilities amounting to 18,491*l.*, and in 1893 there were 31 receiving orders, with liabilities amounting to 20,003*l.* Then the deeds of arrangement were, in 1891, 4, with liabilities amounting to 2,591*l.* In 1892 there were 5 deeds, with liabilities amounting to 2,387*l.*, and in 1893 there were 11 deeds, with liabilities amounting to 12,705*l.*

Mr. *Seebohm*—continued.

28,053. Can we have that table?—Yes. This is a table which gives the particulars of the receiving orders and deeds of arrangement in Wales and Monmouthshire on the one hand, and of the whole country on the other. (*See Appendix.*)

Mr. *Brynmor Jones.*

28,054. What do you say with regard to the whole country. Is this increase of insolvencies among tenant farmers confined to Wales?—No, it is not confined to Wales. It is general throughout the entire country.

28,055. Then I think we had better have, in order to make the comparison more complete, the number for England as well in the same way?—Yes, I have the numbers here divided into general failures and agricultural failures. Under the head of general failures in England, excluding Monmouthshire, there were in 1891, 6,812 failures, with liabilities amounting to 13,342,857*l.* For 1892 there were 7,392 failures, with liabilities amounting to 14,070,479*l.* In 1893 the estimated number of failures is 8,131, with liabilities amounting to 16,523,677*l.* I should, perhaps, explain that the figures for 1893 are estimated, because we have not the final returns, and we have made them up on an estimate for the period ending October last. Then with regard to the agricultural failures for England, in 1891 there were 280, with liabilities 329,290*l.* In 1892 there were 351 failures, with liabilities 440,914*l.*, and the estimated number for 1893 is 481 failures, with 645,586*l.* of liabilities.

28,056. We have not got the general figures for Wales, have we, so far?—The general figures for Wales have not, I am afraid, been taken out.

28,057. Will you do it for us?—Yes.

28,058. I think it would be interesting to know the ratio of agricultural failures to general failures in Wales, and the ratio of agricultural failures to general failures in England?—I am able to give you the per-centage of the agricultural to the general failures, in both Wales and England. In Wales, in 1891, they amounted to 5·8 per cent. of the total failures; in 1892 they amounted to 5·6 per cent.; and in 1893 to 5·9 per cent. Then taking England, excluding Monmouth, in 1891, the per-centage of agricultural failures was 4·1; in 1891 it was 4·8; and in 1893 it was 5·9.

28,059. Therefore, taking the three years, the ratio of agricultural failures is rather larger in Wales than in England?—Yes, rather larger.

Mr. *Seebohm.*

28,060. More farmers in proportion to other trades?—Yes. Last year you observe the figures are identical.

Mr. *Brynmor Jones.*

28,061. Have you considered at all the causes of the agricultural failures in Wales?—Yes, I have made that a subject of consideration to some extent. We have information from two sources, first the evidence given by debtors upon their public examinations in the Bankruptcy Court, and secondly the reports which are furnished to me by the official receiver of the various districts. They do not altogether coincide, but I could give you some information under each head. That, however, is limited I should say, to the cases of bankruptices proper. I have no information with regard to the cases of insolvency under deeds of arrangement, although I have no reason to think that they would differ materially from similar causes of failure in the Bankruptcy Court.

28,062. What is the chief cause, do you think?—The most frequent cause, I think, is admitted both by the debtors themselves and the official receivers, to be the want of capital.

28,063. Can you give us any instances from Wales?—Yes, I have taken out instances in the Carmarthenshire Court. One farmer failed with liabilities of 423*l.*, who was insolvent when he took the farm. Another, who started without capital, failed for 695*l.* liabilities. Another, who started with 100*l.* capital, and whose annual rent amounted to 360*l.*, failed for 953*l.* Another, with 50*l.* of capital, with a 75*l.* rent, failed for 620*l.* Another started with 120*l.* of borrowed capital, and failed for 1,351*l.*, his rent being 150*l.* These cases are all taken from one district. I was not able to extend my searches to the others, but if the Commission desire it, I should be able to procure information upon these points.

28,064. You could tell us generally, I daresay, now, whether similar causes prevail throughout the whole country?—The same causes undoubtedly prevail throughout the whole country, and I may say, so far as I can observe, the same cause obtains in the case of English failures to a very large extent.

Mr. *Seebohm.*

28,065. You mean original want of capital?—Want of capital at the time the tenant takes the farm; he has no means; he is impecunious.

28,066. Does that apply to England?—So far as I can observe, but I have not given that matter the special attention, which I should like to do before expressing an opinion here.

Mr. *Brynmor Jones.*

28,067. Do you find any other causes are alleged?—Yes. The most frequent causes alleged are loss of stock by death, and very frequently, costs incurred in litigation, and in loan transactions in which they engage, where both the costs of obtaining the loan, and the rate of interest is considerable. The rate of interest, especially, I find to be a very frequent cause of failure on the part of the farmer.

28,068. In the case of the failure of Welsh farmers, what is the general nature of the debts which they have incurred. Are they debts to agricultural implement makers, and debts in respect of goods and stock they have purchased and not paid for?—Yes, so far as I have noticed

Mr *Brynmor Jones*—continued.

they are chiefly incurred to agricultural and seed merchants, and miscellaneous household and trade expenses of all kinds. They are not necessarily confined to the business of the farm.

28,069. Does the money lender often figure in the list of creditors?—The money lender comes in frequently, and generally the bankrupt's friends, also, to a certain extent.

28,070. I observe you do not say that the Official Receiver reports, in the case of Welsh farmers, personal extravagance or speculation as amongst the causes of failure?—Intemperate habits are referred to frequently, and general incapacity and neglect of business is a very frequent cause of failure. Extravagance is sometimes alleged, but I have not noticed it so prominently in the returns.

28,071. That is one of the things which, according to my experience in the county courts, the Official Reciever does take notice of, namely whether it has been brought about by extravagance in domestic expenditure, and so on?—Undoubtedly; but that is not a prominent feature in his reports.

28,072. Then the question of speculation, either gambling in its more coarse form, or else gambling upon the Stock Exchange, and so forth, also finds a prominent place in most bankruptcies?—I have not found that in the case of the Welsh farmer to any extent.

28,073. Then neglect of business is a common complaint made by official receivers as one of the causes?—Here is a list furnised by one of the official receivers, which would perhaps put it more completely.

28,074. How many bankrupt districts are there in Wales?—Five centres. There are many more county courts, but five official receivers.

28,075. And one for Monmouthshire?—Yes.

Mr. *Richard Jones.*

28,076. What district would that represent which you are going to refer to?—Merthyr Tydvil.

28,077. You have supplied the figures for one district in South Wales. Could you supply the figures for one district in North Wales?—I have not got them, but I could obtain them.

Mr. *Brynmor Jones.*

28,078. Can you give us an example of a report from an Official Receiver in the case of a Welsh farmer's failure?—The Official Receiver "at Merthyr says:—"The following are fair "examples of the causes usually given by "farmers for their failure:—(1.) Great depre- "ciation in value of cattle. (2.) Losses "on stock. (3.) Chancery suit; and loss on "death of cow. (4.) Losses in purchasing cattle "bought when prices were high, and being "obliged to sell when the market had gone "down, and loss of 50*l.* through spending money "on a farm without reaping any benefit. (5.) "Pressure by holder of bill of sale; heavy rate "of interest; and loss of cow and calf. (6.) "Becoming surety for brother. (7.) Losses on "colliery. (8.) Depression in the agricultural

Mr. *Brynmor Jones*—continued.

"district and consequent falling off of trade. "(9.) Heavy losses on farming operations in "consequence of cattle, horses, and sheep dying, "and the present agricultural depression." And then he adds, "I am inclined to believe that, on "the whole, the causes usually assigned by "bankrupt farmers for their insolvency, are "reliable so far as they go, and the debtors "have seldom been shaken on cross-examination "by hostile creditors at the public examinations. "Personally, I may state that I have long been "of opinion that the insolvency of farmers is "due to other causes which are seldom or never "named by bankrupts themselves, viz:—(*a.*) "*High rents:* This is a subject on which I have "rarely heard a farmer complain. The reluc- "tance would probably be due to a fear on the "part of the farmer to offend his landlord, and "thus cause him to refuse to allow him to "remain as tenant. (*b.*) *Insufficiency of capital* "to enable the farmer to stock the land, to "drain, to manure, and to repair the fences. "(*c.*) *Too large a family* depending on a com- "paratively small and unprofitable holding, "owing to the inability, through lack of in- "fluence and want of capital on the part of the "head of the family to secure other holdings "for the sons and daughters when they become "of age. (*d.*) *Inaccessibility to farms*: Many "of them being situate on high mountains, in "some cases without roads, and in other cases "with roads so badly formed and metalled, as "to make cartage expensive and indeed pro- "hibitive. (*e.*) *Absence of machinery* and "agricultural implements, owing to the in- "ability through poverty of the farmer to "obtain them." Do you desire that I should read any other reports?

28,079. Is that a fair sample?—I rather mention it as an exhaustive list of the causes of failure, than as quite a representative sample of the different reports. I believe Merthyr Tydvil is not an entirely agricultural district.

28,080. What do you find as to keeping accounts, which is one of the requirements under the Act, at least indirectly, inasmuch as the court has to take into account that question, when it comes to consider whether it shall give a discharge?—The accounts are very badly kept when they are kept; in fact, they are frequently not kept at all. I would summarise the chief causes of insolvency in this way. The Official Receiver for Carmarthen says, "No doubt "during the last three years agricultural "depression and the constant reduction of "prices in farming stock have, in many cases, "been the immediate cause of failure, but the "real cause in most cases have been want of "capital, resulting in being obliged to borrow "money at a high rate of interest. Occasionally "it was found that the tenants had purchased "their holdings at a high price with borrowed "moneys, the interest of which was higher "than the rent formerly paid." The Merthyr Tydvil Receiver's report I have already given you. The Cardiff Official Receiver reports that "In most of the cases in his district the farmers

Mr. *Brynmor Jones*—continued.

" have been ignorant men, keeping no books of " account of any kind, and I should say great " muddlers. In one instance a respectably edu- " cated man, but practically without capital, " took a farm from a relative, giving a bill of " sale on all his stock. The relative shortly " afterwards pressed for payment and took pos- " session, leading to the farmer filing his peti- " tion." The Newport Official Receiver, after enumerating several cases similar to the foregoing, adds of one farmer that " he complained " that the rent of his farm was too high, but " he knew of several persons who were prepared " to take it at the same rent, as soon as he left " it." The Official Receiver for Newtown quotes the case of a farmer who " had been gradually " going from bad to worse, paying pretty well " cent. per cent. to professional money lenders." I think these fairly represent the general causes of insolvency throughout the whole of Wales.

Mr. *Seebohm.*

28,081. Cent. per cent. he says?—Yes, interest on loans.

Mr. *Grove.*

28,082. I suppose in the majority of cases no books of account are kept at all?—I should not like to answer that question further than saying, that as a rule, the books are very badly kept. In a large number of cases there are none. I could not say whether really in the actual majority of cases, books were kept or not.

Mr. *Seebohm.*

28,083. You have given us the statistics for the last three years, which would be the three years of depression in Wales, probably owing to the fall in the price of cattle. Can you say how these three years correspond with, say, 10 years ago?—Unfortunately I am not able to do that. I could, with some trouble, no doubt procure the information, but we have not kept statistics of the numbers or amounts of failures in particular trades, further back than the last three years. We have not classified them. Still the information could be got out.

28,084. That seems to me to be the important matter, to know whether the failures are greater now than they were 10 years ago?—If the information is limited to Wales, it could be got out without a very great amount of trouble. It would take a very considerable amount of time to get it out now with reference to the whole failures in England and Wales.

Mr. *Brynmor Jones.*

28,085. I think it would be very useful if you could let us know the number of agricultural failures?—I shall be happy to do so, and shall have a table prepared showing the number, and other particulars, of all the failures in Wales since 1884, when the present Bankruptcy Act came into operation, and distinguishing the agricultural from the general failures. (*See Appendix.*)

Mr. *Brynmor Jones*—continued.

28,086. So far as the Act of 1869 is concerned, you have nothing at the Board of Trade that would enable you to give the information?—Nothing whatever.

Mr. *Seebohm.*

28,087. The Bankruptcy Act was passed in 1883, I think?—Yes.

28,088. I am afraid a comparison would be made rather nugatory, would it not, by the change in circumstances; owing to the passing of the Act, for some considerable time the Bankruptcy Act was very little used, I mean the number of cases of private arrangements increased and the number of bankruptcies which came before you were very much diminished?—I think not; that would certainly not apply to the case of agricultural insolvencies in Wales. On the contrary, the number of deeds of arrangement in earlier years were very few indeed. That is since 1883, but I cannot give you information earlier than 1888. I have noticed, so far as farmers are concerned, generally throughout the country, the proportion of deeds of arrangement have been extremely few. What you have said is to some extent correct, perhaps, with regard to other trades in large towns.

28,089. I am not sure whether the second Act, which you have mentioned, about the deeds of arrangement, enforced every deed of arrangement coming before you, even when it is signed by everyone of the creditors?—Yes. No deed of arrangement is legal, unless it is registered with the Registrar of Bills of Sale.

28,090. Then does it come under the term of a deed of arrangement, if every creditor has joined in it?—Yes; it is possible the debtor may go round to his creditors and say to them personally, " will you take 5*s.* in the £ in discharge of your debt?" and so arrange with each individual creditor and have no deed at all; but if he executes a deed, whatever it be, if it is to pay less than 20*s.* in the £, or to give time, that deed requires to be registered, otherwise it is illegal.

28,091. So that the figures would be very fairly typical, if we could get them at the two dates. There is a question, about the money lenders and rate of interest, that I want to ask you. Do you think extravagant rates are charged in Wales to any great extent?—I am afraid they are; in some districts I know they are.

28,092. What class of money lender is it?—Small loan and discount offices in such places as Swansea and Cardiff. There are small money lenders, who lend not only to farmers, but to all classes. They take considerable risks and they charge very heavy rates.

28,093. And in cases of personal loans from their relatives, are high rates usual in Wales, or would 5 per cent. be about it?—I could not say.

Mr. *Griffiths.*

28,094. Could you tell us, whether this want of capital has arisen of late years, or has it been so for the last 20 years. What I mean is, have

Mr. *Griffiths*—continued.

not a great many of the farmers been rún out in their capital—that farmers well to do 20 years ago, have now gone back to a state almost of bankruptcy?—That is not what I gather to be the views of the official receivers who have reported to me. It is rather that the tenants have commenced business inadequately, or with no capital.

28,095. Bankrupts, as a rule, try to make out a good case?—I am giving you the opinions of the official receivers. As a rule bankrupts do not advance the argument that they started without capital, but the official receivers in summarising the results of the last 10 years' experience, have reported to me as I have stated.

Mr. *Brynmor Jones.*

28,096. The four or five cases which you gave in the Carmarthen County Court, were all cases of farmers who, within recent years, had taken a particular farm and then failed; they were not the cases of farmers who had been, for a long time, engaged in the farming business?—No, these were all cases which have occurred comparatively recently, and farmers who have taken farms with the capital stated or without capital.

28,097. It looks rather as though the greater number of the farming failures were cases of men, who had comparatively recently commenced the business, does it not, judging from that report?—I should not like to commit myself to that without further inquiry. The Official Receiver does not give the dates when they took the farms.

Mr. *Griffiths.*

28,098. It would be very important to get that, because we should then be able to judge?—I will undertake to supply that evidence as to Carmarthen which I have promised.*

28,099. The statistics you have given show that there is a great rush for land in Wales, notwithstanding the high rent and the depression?—I think so. I think that is the conclusion I should draw, but I gather that it is a rush by largely impecunious men.

28,100. And some parts of Wales are very thickly populated?—Yes, that is so. There is one point which I wish to suggest to the Commission. I do not know whether you care to have my opinion upon it, but there is a certain feature in agricultural tenancies not confined to Wales, it is equally common probably in England, but I think it does throw some light upon the character of the tenants with regard to their pecuniary condition. The point is this, we very frequently come across cases where, by extreme conditions imposed in the lease, such as forfeiture of the farmer's stock and tillages, and the ejection of the farmer upon his becoming bankrupt or executing a deed of arrangement, the whole of the assets pass out of his control and out of the control of his creditors. I should think that that had a tendency to prevent men of more substantial capital from taking the farms, or competing for farms with men of less substantial means.

Mr. *Griffiths*—continued.

Mr. *Brynmor Jones.*

28,101. You are referring to the clauses that we found common in agreements?—Some of them are much more extreme than others. I have a case mentioned here from Wales. Perhaps you will allow me to refer to it, as illustrating what appears to me to be an important consideration. I mean that these may be inducements to landlords to accept an impecunious tenant, and to protect himself by means of clauses, which really operate to defraud the creditors of that tenant when he becomes bankrupt. One case is mentioned to me as follows: "The following case, which came under "my notice sometime since, is an instance of "the unfair treatment to which tenant farmers "are subjected. The tenant of a farm, under "an agreement which contained a clause pro- "viding that on the tenant becoming bankrupt, "or making an assignment for the benefit of "his creditors, the tenancy would cease, was "adjudged bankrupt, and at the time of the "bankruptcy there was a crop of hay on the "land. On the Official Receiver making arrange- "ments for the sale of the hay, the landlord "contended that he could not sell the crop off, "nor could he consume it without his consent, "because by the clause in the agreement the "tenancy had terminated, and if he entered he "would be trespassing, provided the landlord "had stepped in. The Official Receiver con- "tended that the landlord, even if he did step "in, could not appropriate the entire crops on "the land, which had grown chiefly during a "period for which rent was to be paid: and if "the crops were appropriated, the landlord "should pay for them at consuming price."

28,102. What did the court adjudge?—The matter did not come before the court. I only had this report a few days ago. The matter has not come to issue, but the question has come before me in connexion with several English bankruptcies, and in one of them the opinion of counsel was taken in a somewhat similar case, where the question was whether on the termination of a lease by disclaimer, the landlord was bound to pay for hay, straw, &c. on the farm, or whether the trustee in bankruptcy of the tenant could sell it. The opinion was as follows:—"(1.) "The provision in the lease by which the landlord "is to pay for unconsumed hay, straw, &c. at "valuation price is one which, in my opinion, "comes into operation only when the tenancy "expires by effluxion of time or notice. It does "not apply where the tenancy comes to an end by "disclaimer or (I think) forfeiture. The landlord, "therefore, will not be bound to take the hay "and straw at valuation prices. As regards "tillages also the matter is quite clear. If "there is a disclaimer the landlord cannot be

* *See* question 28,603. The witness has supplied the Secretary with the information promised, which is as follows:—

The 1st case of liabilities for	423*l.*	had held	his farm for	18	years.
„ 2nd	„	„	695*l.*	„	„	6	„
„ 3rd	„	„	953*l.*	„	„	13	„
„ 4th	„	„	620*l.*	„	„	16	„
„ 5th	„	„	1,351*l.*	„	„	4	„

Mr. *Brynmor Jones*—continued.

" compelled to pay for the value of tillages. " (2.) The trustee cannot sell the hay, straw, &c. " Before disclaimer he is absolutely prevented " from doing so by the covenant and by the " statute 56 George III. c. 50. s. 11; and after " disclaimer he would have no right to go " on to the farm to remove the hay, straw, &c., " nor, I think, would he be at liberty to remove " them." And several cases are quoted. " (3.) " I do not think that the trustee can by any " means remove hay and straw for purposes of " sale. (4.) The result of disclaimer is, I think, " that the hay and straw remain the property " of the trustee but cannot be removed by him, " and that the landlord cannot be compelled to " purchase at any valuation prices. . . . The " result follows, that if the landlord takes to and " consumes the hay and straw, which are the " property of the trustee, he must pay the " value of what he takes and consumes, that is, " the ordinary market value."

28,103. A disclaimer was referred to: I suppose the disclaimer is by the trustee or the Official Receiver, where he is trustee under the Bankruptcy Act, of a term of years, is he not?—It need not be a term of years. He is liable for rent if he does not disclaim, whatever the agreement may be.

28,104. Of course, he must disclaim a tenancy from year to year or he becomes liable for the rent, I use the words "term of years" for shortness there; but, according to the contention in the Welsh case, the landlord alleged that without any disclaimer the term or tenancy was at an end?—Yes, the tenancy was terminated by the bankruptcy in accordance with the lease.

28,105. And we have had several agreements put before us in North Wales, in which apparently that result would follow, that the term ends upon a certain event, namely, the insolvency of the tenant?—Yes, the term ends.

28,106. And then there is nothing left for the Official Receiver or the trustee to disclaim?—Probably that would be so.

28,107. The opinion you have read, rather seems to apply to leases, than an ordinary tenancy from year to year?—The same principle would apply, I should submit, in the case whether the lease was terminated by disclaimer or by a forfeiture clause. The Official Receiver would be entitled to the hay or stock upon the land, although the lease was ended, but he is not able to get it.

28,108. That seems to have been the question raised in that Welsh case. What we are told by landlords of experience in Wales is, that the farming tenants rather like that clause, because it has a tendency to protect them against their other creditors. We have been told, and I daresay it is so, in some cases, that they prefer their landlords as creditors, and having as many rights as possible, to outside creditors having rights?—I rather think it has a tendency to protect the landlord and the farmer against the creditors of the latter. Therefore it has a tendency to encourage the landlord to take an impecunious tenant, knowing he can protect himself at the

Mr. *Brynmor Jones*—continued.

expense of the tenant's creditors, by seizing the stock which remains upon the farm, when that tenant becomes bankrupt.

28,109. I gather you think, although apparently, at first sight, this clause is beneficial to a landlord and tenant as against the general body of creditors, yet in the long run, you think it is detrimental to the landlord's interest, because it encourages the letting of farms to persons without capital?—I think so. I think it is detrimental to all concerned; it is demoralising because it is unjust.

Mr. *Richard Jones.*

28,110. It incites an unnatural competition for land?—Yes.

Mr. *Griffiths.*

28,111. Do you know any case where the tenant has attributed his failure to a great extent, to the landlord enforcing his claims for dilapidations?—No, I do not.

Mr. *Seebohm.*

28,112. I suppose the tenant farmers of Wales are very much smaller than the ordinary run of tenant farmers in England?—I should say so.

28,113. Does your experience enable you to judge, how far the present Bankruptcy Acts meet the case of the very small farmers. Are the expenses reduced to a fair proportion of the assets as compared with larger cases?—I think so. They have been very considerably reduced in all cases, both large and small, since the beginning of the Act, but it depends so much upon the circumstances of the case; and where there are involved questions of litigation and claims as to farming stock, sometimes the costs are considerable. But I could give you, I daresay, the per-centage of costs.

28,114. I do not want that. I was merely asking your opinion whether there was any grievance on the part of the little farmers, of the expense of the bankruptcy?—No, there would be no complaint on the part of the farmers, because it really does not affect them, but their creditors. I have never heard of any such complaint, however, on the part of either.

Mr. *Richard Jones.*

28,115. You have stated that the causes assigned for bankruptcy in England, as well as Wales, are frequently attributed to want of capital to start their business?—Yes.

28,116. We will assume that the cases are equal in England and in Wales, but inasmuch as the holdings are less in Wales than they are in England, does it not occur to you that the competition for farms in Wales must be keener than it is in England, because a less capital is required on a small holding than on a large holding?—There are some very small holdings in England, but as a rule no doubt the holdings in Wales are smaller.

28,117. I think so, so far as my knowledge goes?—I do not know that the competition is greater; it may be so.

Mr. *Richard Jones*—continued.

28,118. Would it not occur to you that if the holdings are smaller, and the cases, we will say, were equal proportionally in England and in Wales, where the reasons supplied for the bankruptcy would be that there was want of sufficient capital to start, such an inference might be drawn?—I am afraid I could not, with any advantage, express an opinion upon that question.

Mr. *Seebohm.*

28,119. May I put it in another way. In Wales the stepping-stone from the labourer to the farmer is one much easier and more readily taken than it is in England, and therefore the number of persons who save a little money, but hardly enough to commence, get on to the ladder and get on to the small farms with but small capital. In old days they would earn more and go on all right, but in these days, with the fall in the price of stock, and so on, of course, the original want of capital applies so much more strongly?—I should think that is so, but I have not turned my mind to the subject, and I have no special information about it.

Professor *Rhŷs.*

28,120. You mentioned several cases of men beginning to farm without any money of their own or a very small amount of money of their own. Is that anything like in England, do you think?—I should think not. I have not the same information with regard to English farmers, because I have not specially directed my attention to the subject, until I knew I was going to appear before this Commission. I could not give the same information with regard to the English cases at present.

Mr. *Griffiths.*

28,121. Is it not a fact that the statistics you have given, prove that the large farmers have suffered more than the small ones? I see the liabilities in 1891 are given as 10,471*l.* and in 1893 as 32,708*l.*?—No doubt the liabilities have increased.

28,122. Does it not show that the largest farmers are suffering most?—If the large amount of liabilities corresponds with the size and value of the farms, that would be so, and I suppose it may be taken that is so.

Mr. *Brynmor Jones.*

28,123. There is a question put in by Mr. J. E. Vincent: "Can you, from your experi- "ence, suggest any way in which landlords "could ascertain whether intending tenants "really possessed capital?"—Not from my official experience, certainly. There are ways and means by which that information can sometimes be obtained, but it has not come before me officially.

The witness withdrew.

Mr. W. Pritchard Morgan, M.P., called and examined.

Chairman.

See 27,790 –1, 28,232.

28,124. You are Member of Parliament, I think, for Merthyr Tydvil in Glamorganshire?—I am.

28,125. You wish to give some evidence as regards mining?—I wish to give evidence regarding the land tenure of Wales, both from an agricultural and mining point of view. I wish to direct what I have to say especially to such cases as a farm, which is let for agricultural purposes and for mining purposes, and I wish to give evidence also with regard to the terms upon which tenants of the Crown hold lands in Wales. On a farm, the agricultural interest of that farm is necessarily depreciated to some small extent by mining, that is, there is necessarily surface damage, and in that case, of course, the rent should be reduced. But as against that the tenant has an advantage, because he has a market on the spot for his produce, by the increase of the number of people in the locality. The miners in North Wales are often farmers themselves, and as they work only eight hours they are enabled to look after their farms for an hour or two, and under their direction the wives and children look after the sheep, and so on. Without that assistance many of the farmers in North Wales could not, to my personal knowledge, pay their rents at all. The man who works eight hours a day and gets 3*s.* 6*d.* or 4*s.*, augments his income to a very great extent, and it enables him to exist upon his farm.

Chairman—continued.

With reference to the manner in which tenants of the Crown are treated in Wales (I am speaking now of mining tenants), if a man applies to the Woods and Forests Office for a license to work a State mine—a Crown mine—he is referred to the landowner. The Woods and Forests Office always has hitherto acted purely and simply as a landlord's agent, and in no other capacity, and they have wrung out from the miners every possible fraction that they could ever get from them. In practice, a miner applies for a license to work upon a piece of land, the surface of which belongs to the landowner. The Woods and Forests thereupon write to the landowner, and inform him that a miner has discovered a Crown mine upon his, the landowner's, land, and they thereupon give the landowner an option to take up a lease for that land, instead of the man who has made the discovery.

Mr. *Seebohm.*

28,126. A lease for the mining of the land?—A lease for the mining of the land. That to my mind is a gross injustice. It has always been the practice of the Woods and Forests Office to do that. In one case, on property adjoining one

Mr. *Seebohm*—continued.

of my properties at Dolmelynllyn, near Dolgelly, a miner applied for a license to work a State mine containing gold upon that property. They thereupon wrote to the landowner and offered him a lease. He declined to take the lease if there were any working conditions. They submitted a lease to him with working conditions in it, and he sent it back striking out the working conditions. They threatened him that if he did not accept the lease on their terms, they would grant it to someone else, but upon further consideration they struck out the working conditions from that lease, and granted a lease for a large area of this land containing this Crown mine, which is known to be valuable—a lease for 30 years, capitalising the royalties at 1*l.* per annum; so that this State mine has been locked up by the Woods and Forests Office, which is the agent for the State, because the State holds these mines for the Crown for the time being; it has locked up this valuable property for 30 years for 1*l.* per annum. That, I say, is a complaint which ought to come under the notice of this Commission, with regard to the Woods and Forests Office.

28,127. Do you mean 1*l.* per acre, or 1*l.* for the whole?—1*l.* for the whole lease, that lease being, I think, of something like 2,000 acres. I do not know the area of the lease, but I know that the estate is 2,000 acres. Whether the lease covered the whole or not, I do not know.

Mr. *Brynmor Jones.*

28,128. Do you mean to say that that was a dead rent, or that they capitalised the royalties?—They capitalised the royalties at 1*l.* per annum. I, myself, have taken advantage of that precedent, and they have granted to me a similar lease of land, but when I asked to be allowed to work there on a moderate royalty, they said, "No, you shall not work unless you pay 3⅓ per "cent. royalty," which I cannot afford to pay. The Woods and Forests Office, up to 10 years ago, were charging royalties, which were absolutely prohibitive. They were induced by pressure to reduce them from time to time, until they had now reduced them to 1*l.* per cent., but only for a period of five years, and notwithstanding the fact that I hold leases from the Crown of many properties for 30 years, I can get no fixity of royalties whatever, from this office, which represents the State. In one particular property, I have explained to the Woods and Forests Office, that one year of the five has practically gone. It will take me two years to put in an adit, upon which we have now spent a large sum of money, so that at the end of two years, I hope to arrive at a point where we may get something remunerative. Then I shall only have two years during which to work at 1 per cent., and then I shall be entirely and absolutely at the mercy of the Crown, and they can raise the royalties back to 3⅓ per cent. again. That percentage of 3⅓ per cent., it must be distinctly understood, is upon the turnover of the mine, and not upon the profits, and having regard to the fact, as I say, that the farmers are helped

Mr. *Brynmor Jones*—continued.

very materially by the mining industries to pay their rents, and to exist, I have asked them to take a share of the profits, and I have offered them over and over again 2½ per cent. on the profit, instead of 1 per cent. on the product, and this they have declined to take, but there is no reason why they should not.

Mr. *Grove.*

28,129. Did you offer them any certain rent at the same time?—There is always a certain small rent, a certain nominal rent.

28,130. But supposing no profits were made, would you be prepared to increase that certain rent?—They have proposed a sliding scale, but as I have explained to them, and as every mining man can explain to them, it is absolutely impracticable, that is to say, you may have a vein of gold-bearing rock containing half an ounce to the ton, and that would be far more valuable to the miner than a vein six inches thick which contained as many ounces to the ton, but the effect of the practice of the Woods and Forests Office in sending the miner to the landowner is this, that the landowner dictates his own terms, and the Woods and Forests say, and properly say—it is the law undoubtedly—"The base "metals in the land belong to the landowner, "and the precious metals belong to the Crown; "you must go to the landowner, and obtain a "license for the base metals, before we give you "a license for the precious metals." But these base metals are of no value whatever. They exist there in infinitesmal quantities, and are not workable at a profit.

Lord *Kenyon.*

28,131. They have been worked?—Not in the gold mines.

28,132. But base metals have been worked so as to be valuable, copper and lead?—That is perfectly true; there are valuable copper and lead mines in Wales.

28,133. But you say not in payable quantities?—Not in payable quantities in lodes where the gold is in payable quantities. That has always been the rule in Wales, and it is generally the rule throughout the whole world. But to take one instance, my own mine, in the last month, has produced 700*l.* worth of gold. I had to pay the Crown 7*l.* That I do not complain of, but through their forcing me into the position of going to the landowner, the landowner gets from that a ground rent, a dead rent of 300*l.* a year, so that that would be 25*l.* a month, and he gets 25*l.* as against 7*l.* which the Crown gets.

Chairman.

28,134. You produced 700*l.* worth of gold last month?—Yes.

28,135. Then the Crown gets how much?—The Crown gets 7*l.* of that.

28,136. They take 7*l.* as royalty, that is to say, 1 per cent. up to the first five years. Is that so?—Yes, that is so, five years from last spring.

28,137. Then do you say the landowner got 25*l.*?—Yes; 300*l.* a year but for many years

Chairman—continued.

past this same landowner has been getting 750*l.* a year.

28,138. He took 25*l.*, and then the rest of it was yours?—Yes, the rest of it, beside the 7*l.* to the Crown.

28,139. That was 32*l.* out of 700*l.*?—Yes.

28,140. 700*l.* being the gross value of the gold?—Yes; I will explain that in a moment.

28,141. Is that what you call the turnover of the mine?—Yes, the turnover of the mine. I will give you the exact figures: 773*l.* 10*s.* was the value of the gold, so that the Crown would have very nearly 8*l.* and the landowner would get 25*l.*, that is to say, the landowner would get more than three times what the Crown gets. But from that same property, the landowner has been receiving for some years past 750*l.* a year. Only very lately he has reduced it to 300*l.* He has received that entirely in consequence of the action of the Crown, in not granting licenses to persons to work mines that belong to the Crown, but sending them to another landowner. In an action, in which I brought the Crown up to the Court of Appeal, it was definitely decided as the law, that the gold belonged to the Crown, and the Crown Law Officers are of opinion that one of the easements of the Crown was to enter upon the land to divert the water, or to do anything that the Crown liked for the development of the Crown property, but as I say, although they put me to enormous expense in trying these questions, they will not insist upon their rights, and grant miners licenses to work Crown mines.

28,142. Do you claim then that the Woods and Forests might have given you permission to go and open a gold mine, without consulting the landlord in any way at all?—Certainly reserving to the landlord, as they should reserve, proper compensation for surface damage, or any damage which the land, *qua* land, may sustain.

Mr. *Brynmor Jones.*

28,143. The Court of Appeal decided, I suppose, that there was a kind of easement of necessity, or at any rate that the Crown had a right to enter upon the lands of any subject, in order to work a gold mine?—Yes, and they decided that I should not take away the gold from the freehold farm on which I was working, without the permission of the Crown, and that the whole of the gold belonged to the Crown. I am mining for the Crown to-day, the Crown giving me 99 per cent. of the product for carrying on the works. That is the legal position we are in.

28,144. In the case of a coal mine, for instance, the leases now have assumed practically a settled form?—Yes.

28,145. But there is always, where there is a lease of the surface, for instance, and the minerals are reserved as a matter of course to the landlord, a clause put in that the landlord may pay fair and reasonable compensation for any surface and other damage done by the exercise of the reserved power?—Yes.

28,146. What I understand you to say is this, that it would be expedient in the public interest for the Crown to grant leases direct to men like yourself, who are willing to undertake the operation?—Yes.

Mr. *Brynmor Jones*—continued.

28,147. To go and mine under a given area, always provided that fair compensation for any surface damage shall be paid to any person interested in the surface?—That is so; that is my contention.

28,148. But now is there not some difficulty about that, owing to the fact that whereas the precious metals are vested in the Crown, the other minerals under the soil belong to the freeholder, and not to the Crown. How do you propose that the interests of those, in whom the other metals are vested, should be protected against damage?—I will tell you how I propose that. The area containing the base and the precious metals has to be mined; that will be mined at the expense of the gold miner; he, by his process, would only take out of the ore, the gold and silver, both of which belong to the Crown. The ore would be mined and crushed, and there could be a reservation in the lease, that the mine owner should be entitled to put in a tail race and take the whole of the takings, after the gold and precious metals had been extracted.

28,149. Practically you would give everything, except the precious metal itself, to the landowner?—Yes, allowing the man who works the mine to take out his own metals in his own way, because the mercury, which is used in the process, has no affinity for anything except gold and silver.

28,150. And that would be rather a strong interference with the existing amenities,—to put them no higher,—of the rights of property?—I am a large landowner myself, and therefore I speak sympathetically as a landowner. I should not advocate anything of the sort. But where the base metals are not there in any appreciable quantities, nor in any workable quantities, the working of a gold mine does the landowner no harm. On the contrary, it is doing him good, because it is settling down population in his district.

28,151. I suppose you would not object to a further provision in the interests of all parties concerned except, perhaps, that of the mining adventurer, viz., that he should give some guarantee?—For surface damage.

28,152. For surface damage, and for other damage?—Certainly, I should have no objection to that at all. Then there is another instance; I am paying 150*l.* a year dead rent now to a landowner, being forced into that position again by the Woods and Forests Office, in order to protect myself with regard to a waterfall that is on an adjoining farm. In another instance, I paid a landowner, through the practice of the Woods and Forests Office, 400*l.* for allowing me to look on his farm to see whether there was any gold there, and I did not find any. This is the position that the Crown agent puts the miner in, with regard to other landowners.

Mr. *Seebohm.*

28,153. Would you allow a mine to be opened in the middle of a park, or before the windows

Mr. *Seebohm*—continued.

of a mansion ?—No, certainly, that I should not allow, and the law has already provided for that, in the old cases where leases were granted by the Crown to work these mines. Many people have worked in the Welsh mines before me, hundreds of years ago. There were always reservations with regard to park lands.

Mr. *Brynmor Jones.*

28,154. You do not, in fact, object to any reasonable restrictions, conditions, and covenants in the licenses ?—I do not in the slightest degree, but taking the case to which I have just referred, where the lands were locked up for 30 years against the miner, to the detriment of the interests of the public, the case is as strong a case, I think, as I could bring before this Commission, with regard to the conduct of the Woods and Forest Commissioners in the past.

28,155. A good deal turns, does it not, in regard to the policy of a department like that of the Woods and Forests, upon the question of whether an industry of this character is likely to be profitable, looking at it from a certain broad point of view ?—Yes; that is a question which should be taken into consideration no doubt; but the fact remains, and the evidence of it was brought before the House of Commons the day before the House rose, in answer to a question put by Mr. Molloy, that the average value of the yield of gold in Wales is greater than the average yield of gold in Witwatersrandt.

Chairman.

28,156. In South Africa ?—Yes, in South Africa, a pennyweight to the ton greater than the milling returns in South Africa. They treat their tailings afterwards, and their concentrates. That we have never done to any great extent, because we have not got to that condition yet, when we can save our tailings. We have no concentrating machinery. I would like to call the attention of the Commission to a few lines in the "Engineering and Mining Journal," of New York, to which my attention was called two or three days ago. It says, in speaking of the prospect of a revival of gold mining in England, and so on: "If these veins were in a "new country like America or South Africa, "they could undoubtedly be worked at a profit, "but the condition of things in the United "Kingdom is such, that all profit would be "swamped by the landlord and the Crown." That is the opinion of the leading scientific journal in New York.

With regard to a question which his Lordship, the Chairman, put to me, as to the amount we had to pay last month. I should say that last month and the month before were the two first months that we have had profit for a very long time. We had lost, not the veins, but lost the run of gold, and we have been over two and a half years practically looking for it. But the figures are these: about 120,000*l.* has been spent upon the mine altogether in machinery and

Chairman—continued.

development, and we have taken out of that mine 80,000*l.* worth of gold. The shareholders have had 10,500*l.* in dividends, and we have upon the ground, 60,000*l.* worth of machinery, buildings, and erections. That will show that the industry (although people have not made a great profit out of it, they have, as it were, the profits upon their shelves) is one in which the profits are there expended upon the ground, because it is obvious that if we only had 40,000*l.* worth of capital available, and we have 60,000*l.* worth of machinery and buildings upon the ground, and have paid 10,000*l.* odd in dividends, that the industry itself must have been a profitable industry, notwithstanding the fact that it has not paid a great dividend.

28,157. There was 120,000*l.* spent on the mine ?—On the mine, and buildings and machinery, on everything.

28,185. Then 80,000*l.* worth of gold was taken out ?—Yes.

28,159. 60,000*l.* went into buildings, I understand ?—60,000*l.* of the 120,000*l.*

28,160. Then, out of the 80,000*l.* worth of gold taken out, how much went to the shareholders ?—10,500*l.*, and all the rest has been spent upon the mine.

Mr. *Seebohm.*

28,161. 40,000*l.* original capital ?—40,000*l.* was the total cash capital.

Lord *Kenyon.*

28,162. In how many years is that ?—It extended over about five or six years since we got the machinery there. It is about three years since the new mill was completed.

28,163. Do you mean to say the 80,000*l.* has been made in five years ?—No, since we started originally 80,000*l.* is the produce of the mine. What I am about to say does not altogether refer to this one mine; it refers to other mines. There are three other mines in a small way in Wales. The answer in the House of Commons was, that 43,650 tons of ore had been worked in North Wales, and it yielded 23,716 ounces of gold, or nearly 11 pennyweights to the ton.

28,164. What is the name of that mine ?—This had reference to the whole of Wales. That was inclusive. The question was, what were the returns of Wales, not the returns of a mine; but most of it, I may say, came from this one mine, the great proportion of it.

Chairman.

28,165. What is the name of this mine that you mention, that the 120,000*l.* was spent on ?—The Morgan mine. Then, consequent upon the action of the Woods and Forests Office, I have been compelled to buy lands in order that I might get these easements, so as not to be harassed and not to be (without putting it too strongly) imposed upon by the landowners, encouraged as they are by the Woods and Forests Office. I

Chairman—continued.

have paid, in the purchase of freehold lands in Wales, altogether 40,500*l.*, and most of these lands I should not have bought at all, if I could have obtained from the Woods and Forests Office licenses to work mines, which they are supposed to administer. Then, again, there are large areas of Crown lands in Wales to which I particularly desire to call the attention of the Commission. Competent authorities say that in this particular locality, there is a gold-bearing zone of 20 miles in length by about four miles in breadth, and those lands have for all time, most of them, been reserved by the advisers of the Crown, knowing that they contained gold, and waiting for science to develop some cheap means and processes, and those lands I would desire to throw open, as they are thrown open in America and Australia. I am speaking now of Crown lands, in which the landowners have no interest whatever, and where the Crown has the surface rights; and I contend that those mines should be thrown open, so that the prospector may go out with his pick and shovel and find gold, and go about from place to place with a license, for which he should pay a sum of 12*s.* or 15*s.*, or something like that, instead of, as now, having to go to the Woods and Forests Office, and they inquiring whether he has 1,000*l.* or 2,000*l.* in the bank, and then telling him he must take a lease from them of 3,000, or 4,000, or 5,000 acres of land when he only wants five acres; that he must pay for that lease to the Woods and Forests Office 20 or 30 guineas; that he must pay a dead rent; and that he must send in his reports and make declarations, and all that sort of thing. If those Crown lands had been opened in Wales, as I have been contending for many years past they should be, many men would have obtained not only for them, perhaps, large sums of money, but a very much greater number of men would have obtained regular employment. It is impossible to open up a gold field, unless working miners have access to it.

Mr. *Grove.*

28,166. Could the working miners do much good without capital?—Yes. The way in which all gold fields of Australia and America have been opened out is this: There are two miners together—they always run in pairs—and one miner goes to the butcher, and the other miner goes to the baker, and they are paid, each of them, one-half the ordinary wages—what is called "backing money." They go out ferreting and prospecting, and if they find a place which comes to anything it is divided by four; that is to say, they have received sustenance money—half wages—and then the other men stand in with them; and so all the gold fields of Australia have been opened out in exactly that way.

28,167. Are not the geological conditions very different in Australia, to what they are in Wales?—With regard to the geological conditions of the principal gold fields of Australia, every geological feature is identical with that of North Wales.

Mr. *Seebohm.*

28,168. Is the gold at all near the surface?—Yes, it is near the surface, some of it, and then it goes down in "shoots" or "chimneys" as they are called.

Lord *Kenyon.*

28,169. You have had great experience in gold mining, I think, in Australia and other places?—I have.

28,170. On sentimental grounds do you think that gold mining is good for the community in general?—That is a very great question. I do not think it is good for any member of the community to have too much money.

28,171. No doubt every member of the community would agree to that. What I mean is this: In your experience of Australia and all other countries, does not gold mining conduce rather to bring the scum of the earth together?—Not necessarily so.

28,172. Is there not a peculiar lust about gold?—It follows as a natural consequence that if gold is announced to exist in a particular district the most daring men will go there after it, and the desperadoes go to gold fields, but they find their level, because there is a code of honour which is far more effective than any of the laws of England, if a man, however great a scoundrel he may be, is found putting his fingers upon another man's gold, he is hung upon the nearest gum tree.

28,173. Certainly, because, perhaps, that sort of law is more fit for those countries than for England. But take a little peaceful village in a valley; do you think that an ordinary gold mining population, such as exists perhaps in Australia, would be of benefit to the population there?—In a peaceful village such as your lordship refers to, the men have come to me, and the women too, with tears in their eyes, begging me to give them 2*s.* a day for them to exist upon, and I have been in the habit of paying in that way for stores and wages, 1,000*l.* a month at this gold mine.

28,174. Then you are of opinion that it would be a distinct benefit to the community?—A distinct benefit, certainly, by giving employment. The men, who work in that mine, are as honest as you could possibly desire or expect any class of men to be.

28,175. I do not say for a moment that they are not, but the fact remains that in other countries it has brought, as you say, desperadoes and ruffians together?—Certainly.

Chairman.

28,176. But not in every instance?—Oh, no.

28,177. I know the miners of Broken Hill very well; I went there when there were only six policemen in the place; there was no magistrate and no mayor, and there was not a six-shooter in the whole community?—I have seen 6,000 men, a per-centage of them being these desperadoes, and perhaps with one policeman and the policeman would form a ring, if there

Chairman—continued.

was a row and keep order whilst the fight was going on.

It is really a mistake to believe that the miners of precious metals are desperadoes.

Lord *Kenyon.*

28,178. I do not mean to say that they are, as a whole, at all?—Of course a desperado is as likely to be attracted there as a capitalist.

28,179. What I mean to say is this, that some people may have that in their minds, when they charge you an excessive rent?—I might admit this proposition, that there are a great many residents in North Wales, who would much prefer reserving their lands for shooting in the winter, and their streams for fishing in the summer, to seeing an industry created in the district, which would give employment to thousands of men.

28,180. I do not see why it should interfere with either the shooting or the fishing. I have seen a number of places opened on the hills, and I cannot see that it has affected the shooting in any way?—Well, with miners walking across these hills, the grouse do not appreciate being kicked, I suppose.

Mr. *Grove.*

28,181. I suppose they never poach, do they?—I do not suppose there is much poaching. When I say "poaching," of course they take all the ground game they can find; I mean so far as preserve birds are concerned, I do not think there is, and I do not think there is very much poaching with regard to fishing.

Lord *Kenyon.*

28,182. You think that the landowner on that account charges an excessive rent?—I think, perhaps, if I were a landowner, *qua* landowner, and had plenty of money, and I devoted my life to sport and pleasure, I should not be at all pleased to see a large number of miners continually walking over my land.

28,183. How do you account for the large coal fields which are worked in Wales. They have been opened by the landowners, to start with?—In some few instances they have.

28,184. There is no objection made to them, in fact, I think that landowners rather rush to coal whenever they can get a chance?—Yes, that is perfectly true, they have no Crown interference.

28,185. What you would suggest would be a fair rent, or a fair per-centage for the Crown and for the landowner?—I have made various suggestions to the Woods and Forests Office. The suggestion which I am most in favour of is this; that in the case of the lands being Crown lands the Crown should receive 5 per cent. of the profits of those lands; that in the case of their being private lands, the landowner should receive 2½ per cent. of the profits, and the Crown 2½ per cent. of the profits, and I think that is an equitable distribution. That is one of the suggestions which I have made to the Woods and Forests Office. Then I have

Lord *Kenyon*—continued.

suggested also, that if they cannot see their way to varying the principle of royalties, by taking a proportion of the profits instead of a proportion of the product, then the Crown should receive 2 per cent. in the case of Crown lands, and 1 per cent. in the case of private lands, and that the landowner should receive 1 per cent. in the case of private lands.

28,186. I suppose, you are aware, that on the opening of those gold fields in North Wales, a great number of small people invested money in them?—Yes, they did.

28,187. And I think they have not actually been receiving much dividend, and it has been a great loss of money to them?—Yes, there has been a great loss of money.

28,188. In the case of small people?—There has been a great loss of money; I do not deny that fact. There has not been a return of money. But when I make this observation, it must be taken in conjunction with what I have already said, that the mine has made a profit, and that the mine has in stock double as much as the capital it had.

28,189. As will recoup them?—Double as much as the working capital which they had at their disposal; that is to say, 40,000*l.* minus 10,000*l.* leaves 30,000*l.*, and it has got 60,000*l.* worth of machinery and buildings upon the ground.

28,190. I suppose those machinery and buildings, are only applicable to gold mining?—Most of it, of course, will be applicable to gold-mining, but the steam engines and boilers will be applicable to any other industry.

28,191. I do not quite know how to put it, but do you think those people were over confident in investing their money?—Well, gold mining is more peculiar than any other class of mining perhaps.

28,192. It is very attractive?—It is attractive. I refused 40,000*l.* for one-fourth interest in my discovery in North Wales, a fortnight after I struck that gold. The gold happened to be so rich there, that I took more than my own weight in gold from the mine in less than a fortnight, and that, of course, is necessarily somewhat exciting.

28,193. Am I right in thinking that it was rich to start with, and became less rich as you went on?—Yes, that is so. It was rich for a very considerable time, and then we lost the run of the gold, we lost the shoot of the gold, as it is called.

28,194. I do not know what you call it technically, but it was a pocket, I suppose?—No, the gold runs in shoots, it has been shot about in different ways, and after this it had taken a turn and all our explorations for the last two years, or very nearly all our explorations for the last two years, have been with an object of finding that shoot. I will read you, if I may be allowed to, a line from the manager's report.

28,195. Could you give us also the ounces that were taken out in the first instance?—I cannot give you the ounces taken out in the first instance.

Lord *Kenyon*—continued.

28,196. I mean what relation they had to the per-centage of ore?—It varied. We have had it as high as 200 or 300 ounces to the ton.

28,197. And as low as?—As low as even the tenth of an ounce to the ton, and even one-tenth of an ounce to the ton will pay our cost of milling and tramming and a little over, so that, supposing you spend 5*s.* per ton on your mining, and 5*s.* per ton on treating your ore, if you throw the ore away you have lost 5*s.*, but if you work the gold, you reduce your loss per ton of ore to half a crown. So that in gold mining, you may be producing gold at a loss, and still it may be a profitable operation to you as a miner, —you understand what I mean—you reduce your loss and it is a quality of stone which must be removed, in order to look for the better quality of stone. With regard to the question of the gold, the manager says, "The bulk of the exploration "during recent years has been westward, and the "ground in which we are now sinking and "driving has been comparatively unprospected." You see we anticipated that the gold would have gone west. Then, "We are carrying before us in "virgin ground a fine body of fairly high grade "ore and take out almost every day good speci- "men rock carrying a high per-centage of visible "gold. During the month we have mined and "milled 322 tons of ore which has given us a "yield of 221 ounces of gold, an average of 13 "dwts. 17 grains per ton." Now we have the last six or eight weeks come upon this, as I say old shoot of gold, rich gold. It has taken two or three years to find it. In the meantime, if I produce a little bit of gold, the Woods and Forests want it and they, by their conduct, urge the landowner to want his rent all the time. We were paying 750*l.* a year rent, without getting a pennyworth of gold there. I am pleased to say that latterly, since the change has taken place in the Woods and Forests Office, and the administration of it, there is a sympathetic ear now, and we hope to have a little better treatment in the future than we have had in the past.

28,198. You said that many of the miners could work at the mine and attend to the farm as well?—They work eight hours a day mining, and that would enable them to look at the farm in the morning, and tell their children what to do with the sheep, and what mountain to put them on. I know that unless many of them were miners as well as farmers, they could not possibly pay their rent. I know to my cost what farming means in that mineral part of Wales and on those mountains; I have offered many of my tenants, that if they would pay the interest on the mortgages, they could have the farms for nothing, but they much prefer my paying the interest on the mortgages.

Mr. *Brynmor Jones.*

28,199. I do not quite follow what the 750*l.* was for?—Given to the landowner in lieu of royalties, because he originally claimed one-twentieth of the gold, and it was an agreed sum given to him, because we anticipated the mine would go on as it was. My point is that the administration of the Woods and Forests Office drives us into that position.

Mr. *Brynmor Jones*—continued.

28,200. That includes the rent of the premises upon which your buildings are as well?—Yes, but then we have to pay 20*l.* an acre for every acre of surface damaged, that is to say, every acre occupied by a building. Of course, when the buildings are taken away, we cannot take away the land with it.

28,201. When you put up a building on the land, you pay 20*l.* for every acre?—Yes, and for tramways as well.

28,202. 750*l.* is the permanent sum you agreed to pay?—It was. It is now reduced to 300*l.*

28,203. You bargained to pay 750*l.* because of the method adopted by the Office of Woods and Forests?—That is so.

28,204. As I understand it, your opinion is that it is a profitable industry?—There is one set of working miners down there, who paid 500*l.* to go into a mine the other day, and bought up the machinery, and they have divided something like 10,000*l.* of profit between them.

28,205. In Wales?—Yes, in Wales; not my mine, another mine; I have no interest in it whatever. Professor Crooks, who is supposed to be the greatest living authority on metals, is at his own expense not only developing a mine, but putting up machinery there now.

28,206. One of the principal points which struck me as advantageous, looking from the thing from the point of view of the community, is that it provides additional work. That is one point you made?—It does provide additional work. When I went down to Wales the miners were glad to work for 2*s.* a day; now they get 3*s.* 6*d.* and 4*s.*

28,207. You think the present is a good time for the development of gold mining in Wales?—I think so, and I am glad to say that the Woods and Forests, since the appointment of Mr. Stafford Howard, have lent a sympathetic ear to it, and the office now seems desirous of encouraging industry. But previous to that there was, to my mind, every possible desire to discourage it by every official.

28,208. Was that as regards every applicant or as regards yourself alone?—As regarded the whole industry, there seemed to be no desire to open it up; it was pooh-poohed at one time when it suited them. It took one of two forms, either the industry is not worth consideration, or else the gold is so rich that you can afford to pay any price that we choose to charge you.

Lord *Kenyon.*

28,209. As to the ancient history of gold mining, what was the reason it was given up. It is an old industry in Wales?—It is. The mint existed at Aberystwith only 200 years ago, all the gold it got was turned into coins of the realm at Aberystwith, and the gold got not only in those parts, but in Carmarthenshire as well as in Merionethshire. The machinery we have at the

Lord *Kenyon*—continued.

Morgan mine will take one ton of ore in large blocks, and treat it, and take the gold out of it for 1*s.* a ton. That machinery has only been invented since 1847, the date of the Californian rush. The machine is called the Californian stamp, and not before they found the lodes in California was such machinery invented.

28,210. It is not the expense of working that has caused the decay?—No, the alluvial gold of Wales has not been worked out; it can be got in the streams, I can get it as a matter of curiosity, a teaspoonful at a time, in the streams where it accumulates. The alluvial gold was principally worked, and there were very large deposits of alluvial gold in Wales. When the Californian rush took place, they had alluvial gold there alone. That was the first rush. When the alluvial was getting down, the stream of prospecting miners went to the Australias, and then these men, in looking for deep leads, that is old river beds, came across these veins, and then they invented these stamps which have now been used throughout the world for the treatment of ores. I may tell you, even in my time, it used to take an ounce and a half of gold to the ton to make it pay, and now in Wales we can make, with 5 dwts. to the ton, a profit of 7*s.* 6*d.* a ton—that is, a quarter of an ounce to the ton, mining and milling—consequent upon the fact that we have plenty of water and ample facility for working.

28,211. And owing to the fact of its being practically worked out all over the world?—Yes, practically.

28,212. Until more is found?—Yes, and they will go on finding it, I have no doubt. May I make one observation, with your Lordship's permission? Here is an article in the "Mining Journal," of last Saturday, in which they make a comparison between the working of some mines, and there is a property, the Langlaagte Estate in South Africa, and their produce per ton is 1*l.* 13*s.*, that is their average value of the ore per ton. The average value of the ore in Wales, as stated by Sir John Hibbert in the House of Commons, is 1*l.* 18*s.* 6*d.* There, their expenses must be greater than in Wales, so that when the industry gets, as it will get, fair treatment and capital at its disposal, we shall be in exactly the same position as in South Africa. Our gold is of the same value as the South African gold. It varies up and down to within a shilling or two an ounce.

Chairman.

28,213. There is a question put in by Mr. Stafford Howard, the Commissioner of Woods and Forests, "Did Mr. Pritchard Morgan recently "purchase the mine from the liquidator"?—Yes, I did.

28,214. "Have you any objection to say what the price was"?—I did not purchase the mine from the liquidator, I purchased the machinery from the liquidator. I purchased the movable machinery, the mine reverted to me under the lease. The mine, the buildings, could not be removed. I purchased the machinery from the liquidator for 2,000*l.*, that was the movable machinery.

Chairman—continued.

28,215. Mr. Owen Wynne has handed in two or three questions. He asks: "Does not the "Dolmelynllyn Estate you referred to belong to "Mr. Williams"?—It does.

28,216. "And was he not particularly anxious "not to have his beautiful grounds disfigured "by a mine"?—The application to mine, was (I say it for the information of Mr. Wynne) on the Berthllwyd farm, which is not within sight of the house, and is away from the site of the house on the hill, a long way off.

28,217. "How many farms does the landowner "you refer to own, I mean the landowner to "whom you paid the 750*l.*"?—I really do not know.

28,218. You cannot answer that?—No.

Lord *Kenyon.*

28,219. Is he a large landowner?—No, I do not think he is; he owns another farm adjoining, I know, but beyond that I do not think he owns any more. I never heard of any.

Chairman.

28,220. There is another question by Mr. Wynne. "Did you say that the Morgan mine "ever paid a dividend to the shareholders, "because Mr. Owen Wynne was a shareholder, "but his money is gone"?—Perhaps it was at the wrong time.

28,221. "He does not quite know where, but "he thinks the first company lost its capital"?—Yes, that is so; the first company lost its capital, or rather it was spent in machinery and development.

Lord *Kenyon.*

28,222. On Mr. Stafford Howard's question, may I ask this? You say you paid 2,000*l.*?—Yes.

28,223. Was that for what you said was valued at 60,000*l.*?—You must remember there are tramways, electric lighting machinery, compressed air carried a mile in hermetically sealed pipes.

28,224. All this you became possessed of for 2,000*l.*?—All that was movable. Under the laws of England there are certain fixtures, which I presume you know, are not movable by the liquidator or tenant, and revert to the landowner or leaseholder as the case may be.

28,225. You said that 60,000*l.* would be the value to the shareholders in respect of their shares, but you bought it for 2,000*l.*?—Yes, I bought the movable machinery for 2,000*l.*

Mr. *Brynmor Jones.*

28,226. You took possession on the liquidation of the company?—Upon the liquidation of the company, the lease ceased and determined, and nothing could be moved from there except the movable plant, tools, and so on. The fixtures could not be moved.

Lord *Kenyon.*

28,227. Supposing the mine was wound up now, what would it represent?—Supposing it was to stop?

28,228. Yes?—It would depend upon me to a great extent what it was worth, because there is no road to the place, except through my own freehold land, and I need not necessarily, I suppose, allow anyone to go over my freehold land. There is practically no road whatever to the place. There is a parish road, but no vehicle has ever to my knowledge traversed it; you have to go through three private farms before you get to the mine.

Mr. *Grove.*

28,229. If it was taken at what is called a breaking up price, it would be only very small?—It would be small at a breaking up price, and for anyone to take it over the parish road it would be perfectly valueless, because they could not get it away.

Mr. *Grove*—continued.

28,230. As a going concern?—As a going concern. Assuming the mine to go on there is nothing unnecessary there.

28,231. Your expenditure of 60,000*l.* would cover the work of opening the adits, and so on?—No; to repeat myself, the mine has had available from the public, including myself, 40,000*l.* of cash. We have obtained 80,000*l.* of gold; that makes 120,000*l.* We have paid 10,000*l.* in dividends, and the rest of the money has been expended upon the property and in the administration. I do not say some of it may not have been badly spent; I do not say that some of it might not have been wasted, because when it was a company the expenses of directors, and secretary, and managers, and managers' agents, and managers' female typewriters—all things of that sort—were very great, something like 5,000*l.* a year altogether.

The witness withdrew.

Mr. J. RUSSELL SOWRAY recalled and further examined.

Chairman.

28,232. Is there anything you wish to rebut?—I desire to say a few words, my Lord. I should wish, if the Commissioners are of that mind, to avoid saying anything at all on the subject of royalties, because that subject has been so thoroughly thrashed out by the Royal Commission on Mining Royalties, and their views have been given at such great length that it seems going over the ground again, which has been very carefully gone over by a Commission specially appointed to consider that question. But as regards any effect upon the surface which mining may have, I should wish to give some words of explanation on behalf of one who, I grieve to say, cannot give that explanation himself; I refer to my lamented chief, the late Mr. George Culley. Of course, Mr. Pritchard Morgan, whose evidence you have just heard, takes one view of the subject, and takes the view of the mining prospector, but the Office of Woods or Mr. Culley, who was then the Commissioner, had not only to take the view of the mining prospector, but also to take the view of the landed proprietor. And Mr. Culley's feeling was this, that this right of the Crown to mines royal was not like an ordinary right of property, which the Crown exercises on a particular property while the subject exercises the same right on some other property, the Crown being very much in the same position, as a landowner, as the subject; but that this was a prerogative right of the Crown, over land which the possessor had a right to consider as his freehold and inheritance, and that any high handed interference with his freehold and inheritance would be irritating and annoying to the proprietor. Mr. Culley, therefore, felt that such a right, a prerogative right of the Crown such as this, should be exercised with some caution and with some consideration for the landowner. Therefore, when the revival of gold mining in Wales took place, on the discovery of a shoot of gold at the Morgan mine, Mr. Culley, after visiting the mine, had to consider what attitude he should take as regards the searches for gold upon land, the freehold and inheritance of which belonged to the subject. Speaking of the general policy, no words of mine could give such a happy description of it, as the words of an authority who wrote upwards of 200 years ago, and whose words I should like to give in place of any words of my own. Sir John Petters, in his *Fodinæ Regales*, says, "for I conceive the King and kingdom's "interest is first to be considered; next how "the proprietors may be sweetened, by profit to "them, that they may not only concur in the "voluntary discoveries, but assist in their "operations (and this may be done without "diminution of the King's prerogative)." That, I think, describes in very happy language, the policy which Mr. Culley pursued after this fresh discovery of gold in Wales. This is the mode in which Mr. Culley proceeded, (I am speaking now entirely of mines royal in private lands, not in lands in which the Crown had mineral rights otherwise). A notice was published warning "all persons searching for gold "and silver not to raise or remove any gold or "silver, or any gold or silver ore or quartz, "without having obtained the requisite authority from the Commissioner of Woods." And when our local agents reported, that any searches were going on in private lands, a

Chairman—continued.

Chairman—continued.

letter was written first of all to the landowner, which contained nearly always words of this sort. "I am to draw your attention to the "enclosed notice respecting the Crown's right "to mines royal, and to inquire whether you "are prepared to take a lease of such right "within your lands, so as to enable you to confer "on the applicant or any other parties the "requisite authority for working them. It "appears to Mr. Culley that it will be more "convenient that you should take the lease, as "you will thus be placed in a position to sublet "the mines royal with any other minerals that "may exist in your property, and to have some "control of the conditions on which the mining "works are to be conducted. If you are dis-"posed to take a lease, Mr. Culley will be happy "to acquaint you with the terms on which it "will be granted, and I am to mention that the "royalty would in such case be fixed at such a "rate as would leave you a substantial margin "of profit on sub-letting, in consideration of

Chairman—continued.

"your right of soil, and of your becoming res-"ponsible for the payment of the Crown dues." That letter sometimes produced a reply in which the proprietor stated that he was disposed to take a lease, and the conditions of such leases were that the royalty was fixed at a rate which it was considered would allow the proprietor to enjoy about half the full royalty payable by the tenant. That was a concession which was made in consideration of the peculiar nature of the Crown's right. In some cases, of course, the landowner did not concur, and in those cases as Mr. Culley felt that it was very desirable that any applicant for the gold should also have the right to the baser metals, he usually suggested to the applicant that he should obtain from the proprietor a lease of the baser metals, and then he would have a lease of the gold from the Crown. I think that generally explains the policy which Mr. Culley pursued, and as to any future dealings, Mr. Stafford Howard is here, and I have no right to speak for him as to the future.

The witness withdrew.

Mr. Stafford Howard called and examined.

Chairman.

28,233. I believe you wish to make a statement to us?—I should like to add a word to what has been stated by Mr. Sowray in connexion with the past policy of the department, as to the method of dealing with those cases where the land is ancient freehold land, and the Crown asserts its prerogative. The Office of Woods have treated the landowners in this case with great consideration. I think it is only natural they should do so. At the same time, I feel that this policy requires a certain amount of justification from a public point of view, and that that justification must be found in the exercise of moderation on the part of the landowner in making his claim, and imposing terms as to surface rights and use of water, and so on. If we found that the landowners, as a rule, were imposing terms which we regarded as unreasonable and likely to prohibit the industry altogether, I think it would be necessary for the Commissioners to modify the policy, that they have hitherto carried out. I feel to some extent the force of Mr. Pritchard Morgan's complaint, with regard to what he has to pay Mr. Roberts, but then it has occurred to me (it is not the first time I have heard these complaints since I have been at the office), that that was an arrangement which he entered into at the time voluntarily, he was not obliged to take up this gold lease; and having made these enormous terms with Mr. Roberts, he then comes to the Crown and tries to reduce the royalty, because he has to pay so much more to someone else. It has always seemed to me, that it would have been better, if objection had been taken at the commencement of the proceedings, and before the bargain was arranged, as to which he now complains. As to the statement that he has

Chairman—continued.

made, not for the first time, that the royalties have been entirely prohibitive, I have only to refer the Commissioners to the report of the Commissioners on Mining Royalties, where they come to an entirely different conclusion. But I do think it would be an advantage, if something could be done to carry out one of the recommendations of that Royal Commission as regards the settling the question of wayleaves. We have several of those questions now coming up, and I do think that some of those who have properties, which have to be crossed over for purposes of this kind, are asking something which is unreasonable, and it does put those who wish to mine and honestly carry it on as an industry, not merely for the purpose of speculation or floating companies, in a difficulty where these claims are made. I would venture to refer the Commission to that part of the report of the Commission on Mining Royalties, because I do not think anything has been done, and I think it should be done, to carry out the recommendations they made. I think it will be found on page 20 of their report, paragraph 83, at any rate the one to which I particularly refer on the question of wayleaves. If some simple method of assessing surface damage could be established, I think that would be a great help to the industry. I do not know that I have anything more to say, unless any of the Commissioners desire to ask me any questions.

Mr. *Grove.*

28,234. Would you mind expressing an opinion as to whether you consider the imposition of 750*l.* a year a very heavy sum on the part of the landowner?—I do.

Lord *Kenyon.*

It has been modified to 300*l.* since.

Mr. *Grove.*

28,235. Yes, but it was 750*l.* It appears to be most unreasonable?—I do consider it very heavy.

28,236. The wish of your department would be to develop this industry within reasonable lines?—Yes, wherever there is a reasonable prospect of its being carried on.

28,237. Do you agree with Mr. Pritchard Morgan, when he says that the particular reason why he is driven to go to his landlord and to agree to that is, because the Woods and Forests deal with this in a particular way?—I do not think he was necessarily driven to that, because I think he may have gone to the department and explained that he could not get terms. Of course I was not responsible in those days, and I do not know exactly what happened. It is some time ago. The view I take, as I have told Mr. Morgan, is, that he ought not to have taken this if he thought it was an improvident bargain; he should have refused and then he may have put it against the department: "You put such "terms upon us by giving it into the hands of "the landowner, that we cannot mine at all."

28,238. Supposing the same thing happened now at the present moment, would the department be able to make some reasonable condition with Mr. Pritchard Morgan, to prevent him going to the landlord, or would you still send him to the landlord to make a bargain?—I think if another case occurred, knowing what I do of what occurred in this particular instance, I should take good care that a similar arrangement was not made, if I could help it.

The other point that Mr. Morgan appeals for is, what he calls, fixity of tenure. With regard to that, all I can say is, I have a letter which he has written me on the subject now under consideration and I have promised to give him an answer next week. I do not think I can say more than that. That is with regard to his own particular mine. I am considering it with the best intentions of doing what I believe to be right, with the advice of our professional advisers.

Mr. *Brynmor Jones.*

28,239. Have you not had an opportunity of considering the question whether it is likely to be an industry of considerable importance and advantage in Wales?—I do not think I ought to express an opinion; I have been there so short a time. With regard to Mr. Morgan's mine and the other mine which is working, there has been a great quantity of gold got out, and there is no reason why they should not get a lot more out, except that as everybody who knows the industry, is perfectly well aware it is a very speculative thing, because sometimes you find it very rich, and sometimes you may work for years and find very little. I do not think I can say anything beyond that.

Mr. *Grove.*

28,240. I suppose the very uncertainty of that working, would make the department more reasonable in the terms and conditions that they would impose?—So far as I understood Mr. Culley's evidence before the Mining Commission, he was ready to take into consideration the particular circumstances of any mine, even after the royalties had been fixed.

Mr. *Brynmor Jones.*

28,241. Has the department ever sent any practical experts to examine into the general question?—It depends upon what you call "practical experts." I think the men who have advised the department have been their professional advisers up to the present time.

28,242. What I meant by "practical expert" was a man who not only simply had experience in coal mining for instance, but someone who had some experience in gold mining in other countries?—I do not think any special report has been got from any expert upon gold mining in other countries, not so far as I am aware; I am speaking now apart from the professional advisers who gave evidence, Sir Warrington Smyth and the present adviser, Mr. Forster Brown. With the exception of those two, I do not think anyone has made a special report for the department.

28,243. I suppose you will consider the advisability of sending one down?—Yes, the question has been before me.

The witness withdrew.

Adjourned.

THIRTY-SIXTH DAY.

The Town Hall, Pembroke, Pembrokeshire, Tuesday, 6th March 1894.

PRESENT:

LORD KENYON (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. T. E. MORRIS, Acting as Assistant Secretary.

Sir *John Llewelyn.*

Unfortunately, Lord Carrington is unable to be present to-day, but Lord Kenyon will be here presently to take the Chair. Before commencing the proceedings, I may say we hope to go to the different parts of the county of Pembroke, according to our published list, and during the five days that we have at our disposal we hope to be able to hear all witnesses who desire to come and give evidence before the Commission. It may be that we shall not be able to finish all the witnesses who offer to give evidence at a particular place, and so complete the evidence upon one day, but in that event we shall be glad to take the evidence of those witnesses on the following day, if unfortunately they are crowded out in point of time.

Mr. WILLIAM GIBBS called and examined.

Sir *John Llewelyn.*

28,244. You had better just read to the Commissioners the statement which I am told you have prepared, and they will ask you any questions as you proceed or at the end of your statement?—I live at Hodgeston House, near Pembroke. I am an owner, tenant, labourer, and county alderman, and I am prepared to give evidence for the Castle Martin Hundred in general, but my own holding in particular. You ask if my evidence refers more particularly to an estate agency or holding, and to specify its acreage. I say my area as occupier is 400 acres, and as owner 120 acres. You then ask in what manor, honor, or lordship is the land in which I am interested, or as to which I propose to give evidence. I may say that part of both holdings are in the manor of Lamphey. A court leet is held twice a year. There is a steward, court bailiff, and a jury. Then as to ownership, I have not answered the questions in the heads of inquiry as to where the land is held in fee simple, and unencumbered or mortgaged, or otherwise encumbered, or the property of the Crown, Principality, or Duchy, or the property of corporations, or glebe land. But as to where the land is held under copyhold or other customary tenures, and the peculiarities and effects of such tenures, I say there is a difficulty in dealing with the lord of the manor which considerably reduces the value of copyhold. Fines vary in every manor, and have been increased from 2*s.* 6*d.* to 6*s.* 8*d.* per acre to two years' improved rental, and nearly four years have been claimed. That refers to the particular manor that I mentioned, the manor of Lamphey. These charges are considered most unjust and oppressive. Then I have not replied to your question as to where land is (or recently was) the waste of a manor, a common, or land reputed to be commonable. Then you ask how squatters' cottages or other dwellings erected on waste or unenclosed land are dealt with. I say, few enclosures or squatters' cottages have been claimed by landlords in this district. Then you ask where there are rights of pasture over sheep runs, &c., in whom are such rights vested, and subject to what payments and conditions; whether without stint, how limited, and what is their effect on (*a*) the rents of adjacent farms, (*b*) the general condition of sheep farming. I say there are rights of pasture over common land free to parishioners, and such rights enhance the value of adjoining holdings, and the general condition of sheep farming is flourishing. Then as to management, there are but few instances of landlords farming their estates. I know of only one. With regard to language, politics, or religion, I say language makes no difference between landlord and tenant; politics would be a great consideration with many; but religion is not considered. Then you ask where agents are employed have they received any special training for the supervision of agricultural land I say none that I know of. Then you ask if not, is there any inconvenience or hardship experienced. I say yes, oftentimes. Then as to occupation, the usual date of entry in our district is Michaelmas. The farms are let from year to year. There are some leases. I had one. There is no demand

Sir *John Llewelyn*—continued.

for leases at the present rents. They are granted if tenants will comply with the terms. The tenants are afraid to take leases. Farming prospects are bad, and rents too high to be continued without a proportional rise in price of produce, which seems unlikely to happen. You ask is the condition of the leaseholders and of their farming superior or the contrary to that of yearly tenants. I say old leases encouraged and enabled some to improve their position. Land held thus has generally been well farmed, and become more productive than where there was no fixity of tenure. I have had no experience of planting, mining, &c. Then as to agreements and leases, I may say the usual conditions of tenancy are annual.

Mr. *Grove.*

28,245. Do you produce a copy of an agreement?—Yes (*producing same*). There are clauses which are considered very oppressive, and prevent land being properly farmed. Penalising clauses are common, and would probably be enforced if the agreement was broken.

Mr. *Brynmor Jones.*

28,246. You mean penalising clauses are common?—Yes, they are common. Tenants are usually given a copy of the lease, but have to pay for it.

Mr. *Grove.*

28,247. Do we understand that you have to pay for a copy?—Yes, pay for the draft of the lease. That which I have just handed to you cost me 15*l.* My father paid for it, and I think the sum he paid for it was 15*l.*

28,248. That is a lease for 21 years?—Yes.

28,249. To 1892; consequently it has run out?—Yes. Then as to rents, I may say the rents are usually fixed at a gross sum. There is no uniformity in the rents of land of similar qualities on the same or neighbouring estates whatever. The small holdings let higher than large. On upland from 10*s.* to 20*s.* and lowland from 2*l.* to 4*l.* per acre. You ask whether there are any services other than the payment of rent rendered by tenants in respect of their farms. I say there is no service demanded, but in many cases tenants or their sons are expected to join the Yeomanry.

Lord *Kenyon.*

28,250. Willingly or unwillingly?—Oh, willingly. The rent is fixed sometimes on the basis of a valuation and sometimes by proposal followed by private treaty. If it is fixed after a proposal followed by a private treaty, the holding is let to the highest bidder. This does not result in fair rents being fixed. Rents are often exorbitant because persons with no knowledge of farming, but of some little private means or a superannuated Government official will give more than what the land is worth. Arbitration is not often resorted to. The rents have varied

Lord *Kenyon*—continued.

generally. In some cases three times the amount is paid for land that it let for within 50 years.

28,251. Do I understand the valuation generally means to raise the rent. Is that what you mean?—Yes. My own farm was risen from 150*l.* or 152*l.* to 475*l.* There have been some permanent reductions in my district and many abatements (some conditional) from 5 to 30 per cent. if paid on rent day. No notice is previously given to the tenants of such intended abatements. As a rule when the rents are raised or reduced the change does not depend on the re-valuation.

Mr. *Grove.*

28,252. Are there any permanent reductions to your knowledge?—Yes, there are some permanent reductions. I myself had one.

28,253. Could you tell us what it was. What was the rent, and what was the permanent reduction of it?—The rent by the lease I have just handed to you was 475*l.*, but to be quite fair to the agent and the landlord I may state that for several years I had an abatement commencing, I think, with 1881. I appealed to the Court of Chancery. They had a surveyor to go over the farm, and he reported favourably on the condition of the farm, and on his statement they reduced the rent 50*l.*

28,254. To 425*l.*?—Yes. Would you wish me to read the letter?

28,255. No, I think not?—I have the letters here if you would like to have them.

Mr. *Brynmor Jones.*

28,256. How came you to go to the Court of Chancery?—The landlord was a ward in Chancery.

Lord *Kenyon.*

28,257. Is he still?—No, he is of age now.

28,258. Are you under an agreement or under a lease now?—My lease expired in 1892.

28,259. Now you are under a yearly agreement?—I am under a yearly agreement.

28,260. On the strength of this letter your rent has been permanently reduced 50*l.* a year?—No, it was reduced at that time—for two years, I believe, was the promise. I have other letters bearing on the question if you would like to see them; but I believe it was for two years. If you wish it I can give you the exact amount of the rent I have paid for the whole number of years I have occupied the farm. You then go on to ask what are the chief fluctuations in prices affecting the rent within the last 50 years. In malting, barley in 1872 fetched 4*s.* 9*d.*, in 1882 3*s.* 6*d.*, and in 1892 3*s.* 1½*d.* Wheat in 1872 fetched 8*s.*, in 1882 5*s.* 10½*d.*, in 1892 3*s.* 6*d.*

28,261. Is there much wheat grown here now?—There was at that time, but there is not at present.

28,262. Are these the prices obtained by yourself?—Yes, my own. In 1872 oats fetched 2*s.* 9*d.*; in 1882, 2*s.* 6*d*; and in 1892, 2*s.* Wool I have not the prices, except in bulk for 1872;

Lord *Kenyon*—continued.

in 1882 it was sold at 1*s.* 3½*d.* per pound, and in 1892 10*d.* Then two-year-old cattle in 1872 fetched 18*l.* each; in 1882, 11*l.* 10*s.*; and in 1892 7*l.* 10*s.*

28,263. The same class of animal?—They were brought up under the same conditions. Lambs in 1872 fetched 34*s.* 6*d.*; in 1882, 33*s.*; and in 1892, 22*s.* Sheep in 1874 (I have not a quotation for 1872) fetched 45*s.*; in 1882, 48*s.*; and 1892, 35*s.* 4*d.* on an average. Then as to the payment of rent, the rent is paid according to arrangement three or four or even six months after it falls due. The preferential claim for rent on the position of tenants generally has this effect: it creates more competition for farms. It makes the landlord more independent, and often less careful in selecting a capable tenant who is likely to be able to farm a holding properly and for a long period. Then as to other charges on land or on incomes derived from lands, I say the tithes and land tax are in many instances paid by the tenant. The local rates are always paid by the tenant. The income tax is paid by the tenant, but refunded. The rates have not increased very much, and where any increase has taken place, such as water rate, it is paid by the occupier.

Sir *John Llewellyn.*

28,264. What is the water rate?—There is one case I know of of, water being brought into this district.

28,265. By a sanitary authority?—No, by the landlord, and I think in that case it was paid by a certain rate of interest being put upon the outlay.

28,266. Not a public rate?—Not a public rate.

Mr. *Grove.*

28,267. But by a mutual arrangement between the landlord and the tenant?—Yes, it was, but there may be a case of a local rate in a parish where water was ordered by the sanitary authority; that would be a local rate; we have a case pending now.

Sir *John Llewellyn.*

28,268. There is no public drainage rate like there is in some parts of England?—No, no public drainage rate. Then as to the size of farms, they vary from 50 to 450 acres, and average about 200 acres. Holdings have not of late years been consolidated. Where consolidation has taken place it has been done to save the expense of keeping homesteads in repair; consequently many are tumbling down. The effect of consolidation on production has been less production. Manual labour has been replaced by machinery. The rent is not affected by the change, and the population and inhabited houses have been reduced. I know of no subdivision. There are cases of sub-letting. With regard to small holdings, small holders are more skilled in the practical work of the farm, and

Sir *John Llewellyn*—continued.

are better able to cope with bad times. The children of small holders frequently have to go to service, which they are fitted for from having to work from childhood on such holdings.

Mr. *Seebohm.*

28,269. May I ask you what you call a small holding; what size have you in your mind?—From 20 to 40 acres we should call a small holding. With regard to cultivation, labourers are scarce in harvest and haymaking times. Fences, &c., are not properly attended to. The land is not going out cultivation. Hundreds of acres are reclaimed by tenants. Then in answer to the question whether there is much land still waste which is capable of profitable reclamation, I say yes.

Lord *Kenyon.*

28,270. That is, there is still some capable of it?—Still some capable, my lord, not a great deal. With regard to ploughing up marsh land, I should say not a great deal. Then draining marshy ground—yes, there is much draining required. We have no tidal rivers. Then with regard to the changes in agricultural methods, there is much land laid down at the expense of the tenant. There is not as a whole a larger area, but more in proportion to that now cultivated. That relates to the amount of root crops. Fallowing has gone out of date. The land is more productive, but from the free use of artificial manure the cost of cultivation is much greater, and present farming requires more capital than formerly. The improvements by landlords are draining, supplying water and building; by tenants, draining, laying out in pasture, fencing and reclaiming.

28,271. Does the landlord supply the pipes, and the tenant the labour for the draining, or something of that sort?—I have not had any experience of that, my Lord. There is a large estate where there is a good deal of draining done, and probably you would get a reply to that question presently, but I could not give it to you. With regard to the question of co-operation, I say in case of co-operation the tenant provides material for building and draining, and pays the landlord an agreed sum per cent. on his outlay. The landlord finds materials. Where improvements are made by the tenant he is seldom remunerated. There are cases where the landlord has contracted out of the operation of the Agricultural Holdings Act.

28,272. Of what date?—Of 1883, I presume, my Lord. I think there is one clause which has been taken notice of.

28,273. Yes, one clause as to the six months?—Yes.

Mr. *Seebohm.*

28,274. Do you mean that is the only clause as to which there is contracting out, and that there is no attempt to contract out of the general clauses?—It has been done, but I believe it is not practicable at present.

Lord *Kenyon.*

28,275. There is only one clause out of which he can contract?—Yes. Farmers do apply for consent for certain things, and such consent is often given on certain conditions.

28,276. What do you mean by "certain conditions"; what are the conditions?—There would probably be a covenant drawn up; but do you wish me to specify any particular case?

28,277. If you know of any I think it would be as well?—Which question do you now refer to, my Lord.

28,278. You say that consent is required for improvements, and that the consent is given under certain conditions. I was wondering what you meant by that, that is all?—A question would crop up as to the amount which would be paid as compensation when the tenant went out, and I believe that unless you have the consent of the landlord for any improvement that you make, you do not come under the clause.

28,279. There is a schedule under which the consent of the landlord is required?—I believe so, my Lord.

28,280. But it does not say anything about conditions?—But the consent could be refused, except on certain conditions. It would be impossible for me to name the conditions, but the landlord would be in a position to name his own conditions, and the tenant would be left to accept them or not.

28,281. It is sufficient that the consent is given and the improvements are carried out?—Then as to the custom of the country; allowances to outgoing tenants in respect of growing crops, such as turnips and mangolds, are paid for—not tillages, as a rule; in fact, we have none. Manure, hay and straw are generally paid for by the incoming tenant. Then with regard to permanent improvements, they are not paid for unless they are claimed under the Act of 1883. With regard to the respective rights of outgoing and incoming tenants, and also with regard to the liabilities of a tenant as to mode of cultivation, dilapidations, and sale of produce, this depends on what agreement the holding is taken under. There are cases where the tenant has failed to obtain compensation. There is no recognised right, except where a lease exists. There is no custom as to sale of sheep. The Agricultural Holdings Act is not satisfactory. With regard to game preserving, in answer to the question as to whether rabbits are preserved, I say yes. Tenants generally kill rabbits, but not all game. Sometimes much damage is done, but I never knew of compensasation being paid. With regard to the question of whether tenants are expected to beat coverts when the landlords go out shooting, I say that no services are rendered by the tenants of large holdings. The next question is as to the effect of the preservation of game. It prevents land being cultivated near covers unless the tenant goes to the expense of putting wire down, it often creates jealousy, and makes many of the labourers poachers It provides the public with cheap rabbits.

Lord *Kenyon*—continued.

28,282. That is an advantage, I suppose?—Yes, my Lord. With regard to the proportion of offences against the Game Laws, there is a large proportion of such offences, but I could not say what amount.

28,283. That would be for the magistrate's clerk?—Quite so. I consider the law of trespass in other respects unsatisfactory.

28,284. Incidentally I will ask you is there much trespass by tourists, or anything of that sort in this neighbourhood?—Not so much from tourists. We do not object to them.

28,285. What sort of trespass do you refer to?—Well, mushroom gathering would be one thing, and going in search of game.

28,286. Do you think that the law of trespass should be more stringent?—The law of trespass with regard to poachers seems to be not very clearly defined. There is a great difficulty in getting hold of them.

28,287. Do you think the occupier ought to have more power?—Yes, I think he ought. With regard to agricultural education, no particular attention has been paid to fruit culture, horticulture (including market gardening), forestry, poultry farming, and bee-keeping. Poultry farming has most attention paid to it. I do not consider these matters are sources of profit.

28,288. Do you think they might be, that that condition of things might be improved?—I think it might, and that attention should be given to some of the things mentioned here.

Mr. *Richard Jones.*

28,289. Is this country suitable for bee-keeping?—I should think it would be. We grow a good deal of clover in the district.

Lord *Kenyon.*

28,290. Is there any instruction given in those matters?—Lectures are delivered only, and they are not very well attended; there has also been instruction given in butter making.

28,291. Is butter making satisfactory in the district?—It ought to be. There is a great deal of attention paid to it.

28,292. What is the price of butter now?—It varies very much. I should think at present 1*s.* 5*d.* or 1*s.* 6*d.* a lb. would be the value at our markets. With regard to the facilities for the carriage and disposal of agricultural produce, and how they are affected by railway rates, the farmer at present is adversely affected by them. Then as to co-operation and combination, I know of no instances, being either ancient survivals or modern experiments, where profits or risks are shared either between landlord and tenant or between employers and employed. There is very little co-operation among farmers for purchasing or analysing farm stuffs, that is, manures, or for the purpose of production, that is, in butter factories. Then with regard to co-operation among farmers in selling produce or in farming operations generally, for instance, threshing, harvesting, and sheep shearing, I say there is

Lord *Kenyon*—continued.

none. In answer to the question as to what extent, if at all, farmers insure their stock, crop, implements, or buildings, I say farmers insure for a sum agreed on if they have a lease; if not, it is left to discretion; many do not insure. Then as to combination: "Is there any combination "in the nature of trade union among landlords "not to accept tenants of a certain description?" That is rather a vague way of putting it. What do the words "certain description" allude to, my Lord?

28,293. I am sure I do not know?—I do not.

28,294. Is there any trade union amongst landlords?—No, not a trade union.

Mr. *Richard Jones.*

28,295. Is there a combination of the landlords?

Mr. *Brynmor Jones.*

28,296. That is what it means; are there combinations among the landlords, and the question is put in a perfectly abstract form. Is there any combination among landlords for any purpose?—Do you consider landlords meeting in a certain club, and talking matters over, and agreeing, a combination?

28,297. I only ask you the question?—I should like to exactly understand the question before I give a reply.

Lord *Kenyon.*

28,298. Let me put it the other way; do they accept tenants of all descriptions of politics, religion, and so forth?—I can understand it in that way. If two men were going to apply for a farm, all other things being equal, I presume that the landlord would accept the man who was of his own creed, my Lord. I am judging the landlord by myself; there is a great deal of human nature in us in all classes. There is no combination among farmers or labourers to fix wages. Then I say that farmers have no such organisations as benefit societies or life assurance societies. The farmers are assured against accident or death. Then with regard to the question of provident institutions, savings banks, and so on, they cannot at present use the banks for want of savings. The money is sometimes borrowed from building societies, but it is a last resource. Then as to the general condition of the farming population, there are but few proprietor farmers; they have decreased; they have mortgaged their property, which has led to foreclosure. I know of no purely tenant farmer who has with money made by farming bought his own holding for his own occupation in this district; some have with money left them, and they have done so to prevent their store getting wholly into the landlord's pocket. Then with regard to the general condition of tenant farmers, in answer to the question of to what extent the tenant farmers and their wives take part in the manual labour of their farms, I say that the farmers and their wives work very hard and for long hours, particularly on small holdings. Children work, for which work they

Lord *Kenyon*—continued.

only receive pocket money and clothes, no wages. Little or no provision is made for them by their parents on marriage or independent settlement in life. Some go abroad when they marry, and many go because there is no prospect of their being able to settle at home. Present rents could not be maintained if the children received their due.

Mr. *Seebohm.*

28,299. By "children" do you mean grown up sons and daughters?—Yes, all ages.

28,300. They are remaining on the farm up to the age of 30 or 40?—Yes, I know many 30 years of age working on farms at home.

28,301. Without wages?—Yes, they cannot get wages. As to the proportion of hired farm labour as compared with that rendered by members of the household, in some cases it is not a fourth; it depends on circumstances. With regard to the proportion of hired labourers lodged on the farm premises, and the proportion of those settled in cottages, this depends on the accommodation; some have no cottages. Then I am asked to state the amount of the labourers' cash wages, and the total estimated earnings; this depends on agreement, accommodation, &c.

Lord *Kenyon.*

28,302. Could you not give us what the average wage is in this part of the country?—I put the average wage from 15*s.* to 16*s.* per week. Would you like me to give the items which, put in the aggregate, make up the amount, my Lord?

28,303. Yes?—I will give you my own agreement. Cash, 12*s.*; money for extra harvest work, 1*l.* 10*s.* Then there is driving culm. It means allowing them the use of a team of horses to fetch their own culm from the pits; I put that down as 1*l.* Then, setting of potatoes, 15*s.* extra payment for Sunday work, and I mention beer. I do not know whether that would be admitted; perhaps that would come under the Truck Act, 2*l.* 10*s.* Houses and garden, the rental of it 3*l.* 10*s.*, and they get a load of manure given them too, for their gardens. I think you will find that makes a fraction over 15*s.* 6*d.* per week, my Lord.

28,304. Would this agreement be with your waggoner, or with the ordinary labourer?—With the whole of them. They get the same wages.

28,305. The waggoner does not get higher wages in this part of the country than the others; they are all the same?—They do not. There are some perquisites, I may mention; if the man drives an entire horse in his team he would get the groom's fees.

Mr. *Seebohm.*

28,306. Would you give us the wages of the men employed in the house? Perhaps you have none?—Do you mean employing a man weekly, living in his own house?

Mr. *Seebohm*—continued.

28,307. No, living in your own house?—These are in my own house.

28,308. Then have they board in addition?—No.

Mr. *Griffiths.*

28,309. You do not board them?—None of them have food in my houses. Labourers' wages have increased 25 to 40 per cent. during the 33 years that I remember, to ordinary farm labourers. The accommodation provided for labourers at farmhouses is the use of the kitchen, and the accommodation for sleeping purposes varies very much. In some places it is very bad. As to cottage accommodation, the cottages are not so many as formerly; more could be employed if there was sufficient capital to do so. With regard to the situation of cottage accommodation, and as to whether it is concentrated in villages or dispersed on farms, I say it is both; but it is mostly dispersed and at easy distances. The condition and construction of many cottages are bad, but better than formerly. There are good gardens attached to cottages; in some cases the tenant keeps a cow.

Lord *Kenyon.*

28,310. Is that common?—Not common in this district. There is provision made on Lord Cawdor's estate for some tenants keeping cows. Cottages are rented from a tenant farmer, the rent constituting part of the wage; most of the labourers work for the farmer whose cottages they live in. Some give three months' notice, some a month. Then as to general matters, and what is the relative standard of comfort, first as to estate owners, they live in mansions, and live too well for their health; they have plenty of opportunities for self-improvement, which they do not seem to take advantage of, and recreation without limit.

28,311. Are you an estate owner?—A very small one, my Lord. I will come to that part next. With regard to proprietor farmers, large and small, some have good and some bad houses. They copy the estate owners as far as their incomes will allow them. Tenant farmers are fairly housed, their diet is plain, and homely; opportunities for self-improvement are offered, but not fully taken advantage of. Recreation is generally of such a character as will bring in some profit.

28,312. Would you include hunting under that head?—Yes, my lord. I should not expect you to ride a "green" horse. Labourers are often badly housed; they have plain diet, and have no special means for self-improvement. They get recreation on summer evenings, and on certain days which are looked upon as holidays, such as Christmas Day, Good Friday, Michaelmas Fair Day, and a few hours given now and then to go to some other amusement. With regard to migration, I say that both farmers and labourers have gone out of the country because they had not even a living there. Farmers have gone into Herefordshire, Wiltshire, Hampshire, Berkshire, Buckinghamshire, Northamptonshire, and Gloucestershire, from this district.

Lord *Kenyon*—continued.

28,313. Do they do better where they have gone?—We shall have one gentlemen here who perhaps will be able to give his experience.

28,314. Anyhow they have not returned?—No, my Lord, I know of no case. Labourers go to Glamorgan where they can earn better wages in the mines. Then I am asked to what extent are diaries kept. I do not know. I keep mine. Prices of stock have gradually fallen from 1879. The causes of depression are foreign competition, and increase in the cost of labour without a corresponding reduction in the burdens the land carries. The farmer is adversely affected, and the consumers are benefited. The remedies that I suggest would be the following: Substantial reduction of rent, and the rent to be the only liability of the tenant, the landlord paying all other outgoings, except working expenses; payment for all improvements; freedom from hurtful restrictions; conversion of tithes to some more useful purpose; and a land court to settle cases where tenants have to deal with arbitrary landlords; that agents should have proper training, and pass an examination at some agricultural college to prove efficiency, every agent to farm at least 100 acres under the same conditions as the tenants on the estate he manages, and to show debtor and creditor accounts that he makes it pay; where he fails to do this, and he obtains relief by abatement or reduction, that all tenants on the estate shall be relieved in the same ratio. With regard to the general relations between landlord and tenant, they are generally most friendly. Then I am asked in what circumstances are they most friendly, and I say where the tenant can make a personal appeal to his landlord, and where the landlord personally interests himself in the general well-being of his tenants; where the landlord attends to a reasonable complaint or a desire for some improvement shown to be actually beneficial to the tenant in the management of his holding; where, too, the landlord shows the consideration which is much needed at the present time, and which encourages the tenant to struggle on against misfortune and adverse circumstances over which he has no control. A tenant thus treated uses his best endeavours to show he is worthy of his landlord's kindness, and desirous of retaining his favour; but more particularly this feeling exists where the land has been let so reasonably as to enable the tenant to tide over the bad times, where, too, such tenant could farm as he was accustomed to, and not find himself obliged to reduce his labour or general outlay in seed, manure, &c. for want of means.

28,315. Did I understand you to complain of the agreement you are under?—I am under no agreement at present. I marked certain things in that agreement in red ink.

28,316. In the lease?—In the lease, such as a heavy fine being placed upon breaking up certain pastures.

Lord *Kenyon*—continued.

28,317-8. You say now that a great many more chemical manures are employed. I suppose the restrictions as to sales of manure, wheat and straw and so on, are not so much enforced as they used to be?—Not so much, but there are restrictions still on some estates.

28,319. Have you ever known of a case of those restrictions being enforced except against bad tenants?—I think any tenant would be careful that he did not give an opportunity of enforcing them, my Lord. I never knew of a breach of the agreement.

28,320. But do you not think, supposing a tenant were to apply for leave and to show that he had good cause for that, it would be granted?—I think it would in many cases, not in all.

28,321. It is an opportunity, as you said, for the landlord and tenant to meet. Has there been any reclamation of land by landlords in this district by draining or otherwise?—I am merely giving evidence upon the area covered by Castle Martin Hundred as near as I can; I do not know it all.

28,322. I only want you to speak of what you know?—I do not know of a case of reclamation except by a tenant.

28,323. You say that the Agricultural Holdings Act is not satisfactory. Could you mention any particular part of it that you think might be amended. Do you know the Act?—I have not a copy of the Act before me. One thing that I think is an objection would be the provision as to a tenant neglecting to give two months' notice in writing to his landlord.

28,324. You mean that if he does not he loses all right of claim?—Yes. I think there is an objection, too, to a tenant being obliged to get the consent of his landlord to certain improvements.

28,325. Yes; on the other hand a rich tenant might overburden the land—there are such cases—by building houses, and so on?—Excuse me, but do you know the case of a rich tenant, my Lord?

28,326. I am referring to what you said in the beginning of your evidence—men who have no experience of farming, and have a certain amount of capital; they want a large house to live in and extravagant buildings to look at, and so on, and if they were not obliged to apply for consent they might go to very extravagant expense and throw the place on the landlord's hands. I know of cases in point which makes me suggest it to you. Do you not think some sort of restriction is necessary?—Yes, to a certain extent.

28,327. To a certain extent, of course. I mean to say I do not suppose that a landlord would withhold consent for anything that was a real improvement to his own property, would he?—Some would; they do not know what are improvements and what are not, I am sorry to say—many of them.

28,328. Then you said, I think, that the agents are not educated?—I do not say that, my Lord; they are highly educated, most of them.

Lord *Kenyon*—continued.

28,329. I mean in agricultural matters?—Quite so.

28,330. But there are surely agricultural colleges, like at Downton, Salisbury, and so on. Have not any of the agents in this part of the country studied at them?—I do not know anyone who has.

28,331. Because it is very commonly the case now that when an agency falls vacant there are many agents apply, and they produce all sorts of diplomas?—It is not general in this locality.

28,332. Have you any remedies for bad prices?—Not to increase the prices; I do not think I could suggest a remedy. My contention is that the burdens on the land should be reduced.

28,333. You do not think the prices could be be maintained that have fallen?—I do not think they ever would be.

28,334. They will not return to their old standard?—Except by artificial means. I know a means that could be adopted, but I do not think it is practicable—I mean protective duties.

28,335. I do not mean that. Did you see by any chance the report on the marking of foreign meat that was lately issued?—Yes, I have read the report.

28,336. Did you see that a great deal of meat was sold as being Welsh, and so forth, that never was seen in Wales?—Yes.

28,337. Do you think that a system of marking it would be a good thing?—Yes, I think that would be a good thing.

28,338. Would it insure that the buyer got what he wished to buy?—Yes.

28,339. Do you think that the class of stock can be improved at all. Is there attention paid to it in this district?—There is a good deal of attention. Our climate would not suit all kinds of stock, neither would the accommodation we possess for housing them; some are too delicate.

28,340. I suppose what you breed in this part of the world are the black Welsh cattle, are they not?—A great many of them.

28,341. A great many of them are sent into Leicestershire?—A great many of them go to Northampton.

28,342. Yes, I have seen them. Do you think the size and breed of those beasts might be improved?—In some districts there might be. There has been a good deal of attention given to the improvement of them.

Lord *Kenyon.*

28,343. I am more conversant with the North Wales cattle, but I have seen the South Wales breed at several shows.

Mr. *Brynmor Jones.*

28,344. You referred to the lordship of Lamphey, I understand?—Yes.

28,345. And you said—what we have heard from other witnesses—that the restriction upon alienation and so forth in the case of copyhold properties makes it less valuable than freehold property?—Yes.

28,346. Can you give any specific instances in support of your proposition?—I can. I hold

Mr. *Brynmor Jones*—continued.

in my hand a valuation of a property which was valued at 2,350*l.*

28,347. What is the acreage?—Acreage 140, more or less.

28,348. In what manor?—In the manor of Lamphey. This property was bought for 1,980*l.*

28,349. What was the fine?—The fine was considered to be uncertain by many, and they would not bid for it. There is nothing satisfactory with regard to the fine. I may mention that the fines have varied from 2*s.* 6*d.* an acre up to a demand for three years' rent, and to bear out that I should place this in your hands bearing upon that question. [*Handing in document.*] The sums mentioned in those cases that are stated there are 2*s.* 6*d.*, and even 2*d.* an acre in one isolated case, whereas the landlord now claims a two years' improved rental.

Mr. *Griffiths.*

28,350. May I ask what you mean by an improved rental?—The question as answered here is—"The poor rate valuation;" that is what I was led to suppose would be the improved rental.

Mr. *Brynmor Jones.*

28,351. I will not delay by asking you any questions upon this now. I see it is a case laid before counsel on behalf of the lord of the manor?—Laid before three high authorities. I can place before you also this correspondence.

28,352. I should like to look through it, but I will not delay by asking you questions on it now, because there are several matters that I want to ask you about. Now about this lease. This is a lease under seal for 21 years, and therefore the covenants are to some extent different from the stipulations that you generally find in agreements for tenancies from year to year, are they not?—Yes, different from what anyone would accept a farm on at present.

28,353. The only thing that struck me about this that I should like to have your opinion upon is the clause for forfeiture upon the bankruptcy of the tenant. What is your opinion about that clause? I ought to tell you we have had evidence by some witnesses that upon the whole the clause is in favour of the farmer, that upon his bankruptcy or insolvency it is in his favour that the landlord should have a right to re-enter at once. On the other hand, the Inspector General in Bankruptcy has given us evidence that it is an unfair, unjust clause, and in the long run detrimental to the farmer, and to all the other persons connected with agriculture. What is your opinion about that?—I presume now you are speaking about the law of distraint.

28,354. No, I will read you the clause: "These presents are upon the express condition "that if and whenever any part of the said "several rents," and so on, "reserved shall be "in arrear for 28 days, and whenever the "lessees or either of them or their or either of "their executors, administrators or assigns "shall during the said term be adjudged bankrupt, or take the benefit of any Act or Acts

Mr. *Brynmor Jones*—continued.

"now or hereafter to be enforced for the relief "of bankrupt or insolvent debtors, then the "reversioner or reversioners for the time being "may re-enter upon any part of the said "premises in the name of the whole, and there-"upon the term of 21 years shall absolutely "determine." We have had conflicting evidence about the effect of that clause?—I should consider it would be hurtful to the tenant, because such a thing might have transpired when he had a lot of capital in the land.

28,355. You are speaking, I think you said, for the Castle Martin District. You know pretty well the condition of Pembrokeshire from a farmer's point of view, do you not?—Yes.

28,356. I have before me the report by Mr. Culley in the year 1869. He says: "The farm-"ing of this country" (Pembrokeshire is one of the counties he was dealing with) "is a mixed "system of breeding, dairying, and tillage, about "one-fifth of the total acreage being annually "under the plough and less than one-fourth "subject to it." Would that be true at the present time, do you think?—There has been a great change in this district. A great deal of land has been laid out to pasture—very much more so than there was ten or fifteen years ago.

28,357. Do you mean during the last twenty-five years then?—Yes, even within fifteen years.

28,358. And is that change going on now?—I do not think there has been much change within the last four or five years.

28,359. Mr. Culley goes on to say, "Nor is any "great change likely to take place in this respect; "neither the climate, which is very wet, especially "in spring and autumn, nor the formation of the "surface, which is very uneven, are suited to the "cultivation of corn." Do you agree with that?—No, I do not know of any land ever so hilly but what it has been cultivated here when it has been proved to be productive—sufficiently productive to pay for labour.

28,360. "While on the other hand," he says, "the continual moisture and mild winters are "very favourable to grass, and, in fact, except in "favoured spots, such as Laugharne Marsh or the "limestone district near Stackpole, if it was not "that the moisture and mild winters are favour-"able to the growth of root crops, still less land "would be under the plough, and still less labour "would be required." Do you think that is a sound conclusion?—That has been brought about to a great extent.

28,361. That is the change you are referring to in fact, then?—Quite so.

28,362. Then, having regard to the farm labourers, is it still true that farm labourers in the sense in which we use the term in England, as a man providing his own food and that of his family, and depending altogether on the wages he receives from his employer, is a comparatively small quantity in the counties of Pembroke and Carmarthen. Is that still true, do you think?—There are a great many less now here than there were 10 or 20 years ago; cottages are to

Mr. *Brynmor Jones*—continued.

be seen all over the country in a dilapidated state.

28,363. Then that statement is practically true still, I suppose; that statement was made in 1869 by Mr. Culley?—A great many of our agricultural labourers have migrated within the last five to six years, or five to ten years.

28,364. But I do not think Mr. Culley is so much talking about the total number there as the relative proportion of those who are paid money wages and money wages only, and those who either are hired by the year and get board and lodging, or those who, while living away from the farmhouse, receive their wages partly in kind and partly in money. Is there a tendency going on to pay money wages only?—No.

28,365. That is not so?—No.

28,366. I will just read you what, 25 years ago, Mr. Culley said about the cottages. "The "ordinary form of cottage in South Wales is a "rectangular building about 20 feet by 12 "(inside measurement), with walls of mud (clay "and straw mixed) or stone, about 8 feet high. "The mud cottage is almost always covered with "straw thatch, while the stone cottage is now "more usually slated. In the middle of the front "wall is the door with a small window on each "side. Running back from each side of the "door for 6 or 8 feet, and about as high as the "door, are partitions, often formed by the back "of a box bed or chest of drawers, by means "of which partitions the inside space is divided "into two small rooms, in one of which is a "wide fireplace surmounted by a conical "chimney. The whole interior is open to the "roof, except where boards or wattled hurdles "are stuck across the heads of the walls to "support children's beds. The floor is usually "of mud or puddled clay. The only outside "office is the pigsty, generally built against the "end of the cottage. Such is a description of "probably four-fifths of the labourers' cottages "in the districts I visited. There are worse, "and there are a few better, though where it is "said, as it several times is in the evidence, that "the cottage accommodation is improving, or "that the old mud cottages are gradually dis-"appearing, the improvement more frequently "arises from the total disappearance of old "cottages than from the fact that they have "been replaced by better ones." That being a description in 1869, is it, generally speaking, accurate now?—No.

28,367. There has been a great improvement, you think?—The mud cottages are done away with. There are some relics of them to be seen I believe, but I do not know of one.

28,368. The ruined cottages are generally of that description, the ones that we see generally about the country?—Yes, better-class houses are now being built.

28,369. Are there enough houses for the number of farm labourers'?—Yes, plenty.

28,370. What is the usual rent of a labourers' cottage?—I should say an average of 4*l.* or 4*l.* 5*s.* from 3*l.* 10*s.* to 5*l.* 10*s.*

Lord *Kenyon.*

28,371. Are they generally let from the farmers or straight from the landlord?

Mr. *Brynmor Jones.*

28,372. Does the labourer's cottage form part of the farmer's taking in any cases you know. Is that generally the case?—Yes, they are on the farm taken by the occupier. I put them at 3*l.* 10*s.* for my own tenants, but if a tenant had to take a cottage in some rural district he would have to pay 1*l.* more than that perhaps.

Mr. *Richard Jones.*

28,373. Who repairs the cottage?—That depends on the conditions of tenancy. My landlord has never laid out a shilling on the estate farm during the 21 years I have been there. I took on all the repairs; but on large estates the farmers generally do all the repairs.

Mr. *Brynmor Jones.*

28,374. I do not think we have learned the name of your landlord?—The estate is in the hands of trustees now. A solicitor in Swansea and a gentleman by the name of Mr. Morris are the two trustees.

Lord *Kenyon.*

28,375. Who is the owner?—The owner would be the wife of my landlord at present, because the estate was settled on the wife when he married, and her trustees manage the estate.

Mr. *Brynmor Jones.*

28,376. What is the estate usually called?—Hodgeston Hall.

28,377. Is there any complaint on the part of the labourers, so far as you know it, having to take cottages which form part of the farmer's holding?—There are complaints. Some cottages are not so well ventilated or in a proper sanitary condition.

28,378. Are the complaints numerous, do you think?—It would depend a good deal on the district. I do not think any fault would be found with cottages upon large estates. There are two or three large estates to the south of Pembroke where the accommodation of the labourers is very good indeed.

28,379. With what justice do you consider these complaints to be made—are they well founded or not?—In certain localities they would be. I do not think a labourer would complain if there was no necessity for it. In support of that, I may say that we have complaints before the Sanitary Board very often as to the condition of cottages in districts.

28,380. What kind of complaint is it, of the absence of privies and such like conveniences?—Yes, that is one thing.

28,381. Or is it in the general structure of the cottages being unsanitary?—Both. The general condition of the house not habitable, and they are very often condemned in that case.

Professor *Rhŷs.*

28,382. That comes from the medical officers, I suppose?—Yes.

Mr. *Brynmor Jones.*

28,383. I gathered from the account you gave to Lord Kenyon of what you pay your labourers, that the custom of giving a potato ground and setting up potatoes by the farmer still holds good here, does it?—Yes, I think every farmer does it.

28,384. And that gives general satisfaction, do you think?—Yes; it is given in lieu of wages, of course.

28,385. Do the cottages generally have gardens attached to them?—Yes.

28,386. Is there any demand for labourers' allotments in this part of the country?—I know of none. There has been no application here that I know of. There have been for small holdings.

28,387. For cow holdings; cow allotments?—Coming under the Small Holdings Act.

28,388. About what size would they generally be, do you imagine?—We are restricted not to go over an assessment of 50*l.* a year (I think it is) by the Act.

28,389. Yes, I was not thinking of the Act, but how many acres do you think the person who wants that kind of small holdings would as a rule like to have?— Sufficient to keep a cow or two.

Mr. *Griffiths.*

28,390. You said that your landlord has not spent a penny on the farm since you have taken it?—No; I took it under those conditions. My lease specifies that I am to do all repairs.

28,391. Did he put your place in thorough repair when you had it?—No.

28,392. Were all the sheds you occupy now, built by him, or have you built them yourself?—There were none built by my present landlord. I put up temporary structures.

28,393. On what ground do you say that prices are never likely to go back to their former figure?—Personally, I believe on account of the vast competition with foreigners, and there are vast tracts of country not already opened up which will be sending further supplies to us.

28,394. You said you had your rent reduced to 50*l.* Who held this farm before you? Did he pay the same rent that you did?—No, he paid a great deal more. He did not pay very long.

28,395. Why not?—Because he could not. Mr. Garrick was my predecessor, a Scotchman.

28,396. Then he could not make it pay?—No.

28,397. Have you handed in a table of the prices you gave us just now? I should like to have a table of those prices; we have had so very few witnesses come before us who keep any account?—I think it is in my evidence. I drew out a statement showing the variation of my rent from the first year I entered on my holding till the present time, but I can give it you from memory, I think.

Mr. *Griffiths*—continued.

28,398. We should like to get that?—I applied in 1879 or 1880 to the Court of Chancery, and I have a letter here dated the 23rd December 1879, which says, "Mr. Rule Owen "having advised that a temporary allowance for "drainage, cake, or manures should be made you "of 50*l.* per annum, Mr. Hulm, as the present "trustee of Mr. Bowen Robertson's estate, has "been authorised by the Court of Chancery to "concur in an allowance." I got that deduction for two years.

28,399. That was the result of a valuation, was it?—The result of a valuation.

28,400. Will you kindly tell us by whom the valuation was made?—The valuation was made by Mr. Rule Owen.

Professor *Rhŷs.*

28,401. Of Haverfordwest?—Of Haverfordwest. If you wish to know, I can now give you the variations in rent.

Mr. *Griffiths.*

28,402. Will you hand it in?—I have the amount of rent from 1873 to 1893, and the amount of wages in this list. (*The witness handed in the following table.*)

Wages.	Amount of Wages.	Rent.
	£ s. d.	£ s. d.
1873	272 4 5	475 0 0
1874	241 7 4	475 0 0
1875	243 4 2	475 0 0
1876	247 11 6	475 0 0
1877	250 3 1	475 0 0
1878	249 16 8	475 0 0
1879	233 8 3	475 0 0
1880	226 1 3	475 0 0
1881	239 17 4	475 0 0
1882	231 12 9	475 0 0
1883	220 1 0	425 0 0
1884	248 5 4	425 0 0
1885	288 8 8	475 0 0
1886	286 11 3	475 0 0
1887	266 18 5	451 5 0
1888	294 14 5	451 5 0
1889	280 6 4	451 5 0
1890	287 3 5	443 2 6
1891	285 11 4	475 0 0
1892	333 2 0	431 0 0
1893	304 1 2	400 0 0

28,403. You have spoken of a good deal of cornland in this neighbourhood being laid down to pasture. How do you think the rent is made up of that land, land that used to produce at least 30 bushels or 40 bushels an acre, wheat, barley, and so forth—how is the rent made up of that land that is laid down now?—It is not made, because the cattle that the land would carry the last four or five years would not be of sufficient value to pay for it at the prices we have sold at these last two or three years.

28,404. Is the land reduced in rent accordingly?—No, I know of no case except by abatements.

28,405. Do you think labourers would like to have all their money in wages—would they prefer it, do you think?—No, I have heard

Mr. *Griffiths*—continued.

some speak differently, that they consider themselves better off when they have things in lieu of wages.

28,406. You said that they would require more capital as the result of holding large farms in the present day than they did formerly. On what ground do you consider that that is so?—That really with most farmers it is not ordinary farming upon the produce of the farm, the farmer keeps a great deal more stock than the farm itself would carry, and therefore he has to resort to artificial feeding and manures. He carries a heavier stock, but he has to employ more capital to do it.

28,407. You have produced a table of your expenditure of wages, a debtor and creditor account?—I can produce it, but I should not care to make it public. I will submit it to you if you like.

28,408. We should very much like to get that?—I can submit to you my book of returns.

28,409. Of the different years of your farming?—Yes, my book of returns for every year.

28,410. We have not been able to get that, and shall be very glad if you will give it to us.

Mr. *Grove.*

Would you send an extract from that to the Secretary?

Professor *Rhŷs.*

But he does not want to make it public.

Lord *Kenyon.*

I think we might fairly take that privately.

Witness.

My Lord, this would be most misleading unless I explained. You would see such a difference in certain years that I could explain perfectly well. For instance, we have a very bad season, and we hold on our cattle through the summer months, we cannot sell them, and we hold on to them and feed them, so that in the following spring these cattle go out fat, and in one year you may find 400*l.* or 500*l.* more than in another year, simply from the fact that the previous year's cattle are kept and fed out, and the two lots are sold in the same year.

Professor *Rhŷs.*

You might give a few notes to that effect with the book, which would explain that kind of thing.

Lord *Kenyon.*

28,411. Would you like to go to the trouble of making a sort of abstract of that for us?—I began to do it, and really I got so confused that I could not work out the thing in the time. It would puzzle a Philadelphia lawyer.

28,412. But if you can do it in your own time it will be very valuable to us?—The first thing I should have to do (which I could not honestly do now) would be to take stock on the 29th September every year that I have held the farm, to see whether I had a sum of money lying in stock more one year than another, in order to get a basis to start from.

Lord *Kenyon*—continued.

28,413. I know it is very difficult to get farming accounts?—Then, I have been conducting a business outside my farm, that is, buying and selling horses, and I have taken the trouble to run a red line through every horse transaction in this book, to show the profits I made on them. If I take one particular case or one particular year I can see by my banking book how many weeks each horse was with me; that would all have to be looked out, and I should have to look out the hay and corn that I had bought during that time. In Jubilee year it cost me 20*l.* a week for hay and corn.

Mr. *Seebohm.*

28,414. Then the mere figures by themselves would be delusive?—Just so.

Mr. *Griffiths.*

28,415. Still you could possibly take it out?—If you will give me one year, or take three years, I will endeavour to do so.

Mr. *Grove.*

28,416. Suppose you take three years yourself—three fair average years of working—the nearest to the average that you can get, and give us those three years?—Yes, I can do that.

28,417. That would be less trouble than an analysis of the lot?—Then comes the difficulty of what would be the amount of capital on the farm at the time that you start from, and the rise and fall in the value. There are a number of things you have on the farm representing capital. There is also the depreciation of price which you have to contend with.

Lord *Kenyon.*

28,418. Especially if the horses are connected with it?—Yes, and everything else.

Mr. *Griffiths.*

28,419. In addition to what you have said with regard to valuations, do you know of farmers having any compensation for allowing corn to be sowed on their fields with the barley?—No. According to my agreement I had to sow it. I was to be paid for the seed. I will not be certain whether it mentioned cultivation, it is in my agreement, you can see it there.

28,420. In some estates they allow the seeds to be sown?—Some landlords give the seed, but I think in such cases where the landlord gives the seed the tenants have no right to break up their pasture again; that is their object.

28,421. Is it a general thing to give the seed in laying down land to pasture?—No, I met a case in England, that is all.

Mr. *Richard Jones.*

28,422. You have answered one question here, "Politics would be a great consideration with

Mr. *Richard Jones*—continued.

" many; religion not considered"?—I do not know that a landlord would ask a man whether he was a Parthian, a Mede, or a dweller in Mesopotamia, as long as he could pay the rent, but sect would have something to do with it.

28,423. What are the sects here then?—Oh, numerous—too numerous to mention.

28,424. And that is no obstacle to a tenant?—I think I have qualified that by saying that, all other things being equal, a man would go to the person who was of his own accord. I spoke then of both politics and creed. Some landowners use strong language. I have here a statement of a landlord to the effect that we are all to be boycotted if the disestablishment question becomes law. Perhaps you would like to see it (*handing in copy of the "Record"*).

Lord *Kenyon.*

28,425. Does it say who the landowner is?—Yes, it mentions the name.

28,426. You had better give his name?—The name is given in the paper.

Mr. *Grove.*

28,427. How long ago is this?—It is in the "Record" of the 2nd March 1894.

28,428. Then he has not yet had time to deny it?—No. He may have an opportunity when you go to Narberth.

Lord *Kenyon.*

28,429. What is the name given in the paper?—He is the owner of glebe land.

Mr. *Richard Jones.*

28,430. What is the name of the landlord who is making the speech?—It is not a speech. It is a written opinion given.

Lord *Kenyon.*

28,431. Was it given publicly or privately?—This article is headed "The Welsh Clergy on "the position and prospects of their Church." The points on which correspondents were invited to supply information were: "(1. The nature of "the endowments of each parish, their origin "(if known), their value, and the purposes to "which they are applied. (2.) The estimated "effect of disendowment on Church work, with "regard both to the support of the clergy, the "future and maintenance of Church fabrics, "parochial organisations, and missionary enterprise, both at home and abroad. (3.) The "social results in regard to the feeling likely to "be engendered alike amongst Churchmen and "Nonconformists. (4.) The prospects of the "Church in Wales if she is left to pursue her "work undisturbed." I merely want to point out the spirit which animates some of these gentlemen.

Lord *Kenyon*—continued.

28,432. I suppose these are the sentiments of a clergyman?—A clergyman and a landowner who possesses glebe land.

28,433. He is only a landowner in the sense that he possesses glebe land?—Oh, yes.

28,433*a*. What is the extent of the glebe?—80 acres.

28,434. You would hardly call that a landowner?—You wanted to make me one, my Lord, and his 80 acres are worth more than my 120.

Professor *Rhŷs.*

28,435. Are those 80 acres in Pembrokeshire?—I think so. I could not answer that, but the paper gives the full particulars.

Professor *Rhŷs.*

I think it had better be read.

Mr. *Richard Jones.*

"Now, Dissenting tradesmen are supported "mainly by Church people; then, as is already "talked of, a league or organisation will certainly "arise here, binding Churchmen to support only "those of their own communion. This will be "the bankruptcy of half the Dissenters in these "parishes."

Lord *Kenyon.*

28,435*a*. What is the gentleman's name?

Witness.

John Morris. He is a brother to the poet.

28,436. Brother to Mr. Lewis Morris?—Yes, I think so.

Mr. *Richard Jones.*

28,437. You say in one of your replies here that the rent varies very much; that on upland farms it is from 10*s*. to 20*s*., but on lowland farms from 2*l*. to 4*l*. per acre. Do you contend that the land which costs 2*l*. to 4*l*. an acre will not maintain cattle like the Hereford class of cattle?—Yes. We have land good enough in the valley of St. Florence and other districts for any cattle. Climate is the only thing to contend with: the land is quite as rich as you can find anywhere. I am only giving that as a fact. I do not contend that one is too dear or the other too cheap. I am only showing the variation; the want of uniformity is another matter.

28,438. Of course I was only drawing that deduction from it—that it seems to me if the land will not permit the farmers to keep Hereford cattle it is rather high to have to pay from 2*l*. to 4*l*. an acre. That is as it strikes me?—We contend that our black cattle would yield quite as much profit as Herefords.

28,439. What class of sheep do you keep here?—Generally Shropshire.

Mr. *Richard Jones*—continued.

28,440. Does the climate suit them?—Yes, very well.

28,441. You say that no service is demanded from the tenants excepting in some cases where the sons are expected to join the yeomanry?—There is no pressure brought to bear on them.

28,442. That is what I was going to ask?—It is generally an understanding on some estates that the landlord would like the sons to join the yeomanry.

28,443. It is not felt a hardship?—No, I think not; they are very military in this district.

Lord *Kenyon.*

28,444. Do you think that it creates a good feeling between the landlord and tenants whenever the tenants do join the yeomanry—that is certainly my experience?—Yes, I think so. There are convivial meetings and so on. I have never had any experience.

28,445. I have a lot of my own tenants who belong to the yeomanry, and it does create a very good feeling all round?—There are other services that may be mentioned. You may have a case presently where straw is expected to be delivered, and things of that sort.

Mr. *Richard Jones.*

28,446. You say here, farms are let to the highest bidder. Have you any authority for saying that?—It is a generally accepted fact, but it would be difficult to point that out, because you do not always know really the terms that exist—whether the highest bidder has the farm or no. There are cases where land has been let by auction; in that case there is no question about it. I mean accommodation land.

28,447. Accommodation land, but not farms?—I know of a whole farm that is let out every year by auction.

28,448. That is a very rare thing?—Yes, that is a rare thing.

28,449. When a farm becomes vacant, what is the usual course pursued in the letting of it?—I must admit that the landlord is generally besieged with applications if it is a good farm, and he selects his own tenant.

28,450. He selects his own applicant?—The one he chooses, or the agent for him.

28,451. And I suppose he takes the trouble to inquire into the means of the applicant?—Not so much as he would if he were not protected by the law of distraint. We have had a case in our neighbourhood where the tenant had only been in his holding for three years, and he became bankrupt, and all the tradespeople of the town had to suffer for it—had to take so much in the pound.

28,452. I see you refer to persons who farm for pleasure, and you say that is the cause of having artificial rents—competition rents. Are there many of these farmers who farm for pleasure?—Just in this immediate neighbourhood there are a good many, retired dockyarders I allude to more particularly; they have a superannuation of 80*l.* or 100*l.* a year, and they do not mind giving that all to the landlord to have the pleasure of a little country life.

28,453. And that is also, to a certain extent, to the detriment of other tenants?—Quite so, to the detriment of other tenants. They cannot compete with them.

28,454. Is the competition for farms here very keen?—Competition would be keen for anything that was good, and not too large. Large holdings there would not be the keen competition for that there has been.

28,455. Are there many large holdings in this end of Pembrokeshire?—A great many on Lord Cawdor's estate, and the Orielton estate.

28,456. Supposing that those farms were distributed into smaller holdings, what would be the effect, do you think, on agriculture in general?—I believe that they would be made more productive; there would be a different class of yeoman farmers.

28,457. Should you think the farmers would thrive better?—Yes.

28,458. There would not be so much competition, would there?—Yes. It would be a different class of farm; you would get small holdings under practical working farmers.

28,459. You think it would not affect competition?—Yes, I think it would. I think large holdings might be split up; I do not mean to say that they may not be too numerous eventually, but more small holdings could be taken at the present time.

28,460. You say that small holders are better able to cope with bad times. Will you explain how they are better able?—They are able to do all the practical work on their farm; they have been accustomed to it, a great many of them, from their childhood.

28,461. It is not because they get some auxiliary aid from some other means of employment to eke out?—They employ their own family, to a certain extent.

28,462. Are there any cases where small farmers eke out a living by taking some other employment?—Yes, a good many of them on small holdings work occasionally.

28,463. What is the nature of that employment?—In many cases where a man holds 20 or 30 acres, the wife will do a good deal of the work at home, particularly if it is a grass farm. She may go and attend to the cows with a child or so; and the man will go on general labour during the summer months' harvesting work, hay making, and so on.

28,464. You think these people are better off than people who live in larger farms of 60 or 70 acres or so?—I do not mean to say they are better off, but they have not yet felt the depression to the same extent; it has not altered their circumstances to the same extent that it has the large farmers.

28,465. You say that much land has been laid down to grass at the expense of the tenant. Is that the case after the passing of the Agricultural Holdings Act?—Yes, a good deal has.

28,466. Why have they not complied with the provisions of the Act by giving notice to the

Mr. *Richard Jones*—continued.

landlord?—I expect many would be ignorant that that is necessary, and I could not for a fact say that they might not have done so. In many cases they have sufficient faith in the landlord to believe that he would not do anything that is unjust by them.

28,467. Then they could not claim anything according to the custom of the country?—No, according to the custom of the country they could not.

28,468. Is there much lime used in this part of the country?—Not so much here.

28,469. You do not require it?—Yes, but it is not used to the same extent that it used to be.

28,470. What is the reason, is it too costly?—Yes, and they use artificial stuff; basic slag has taken the place of lime, to a great extent.

Lord *Kenyon.*

28,471. Is it equally efficacious?—We have not had sufficient time to judge yet; it has a very good effect on low-lying, cold, sour districts.

Mr. *Grove.*

28,472. What per ton do you pay for delivery here about?—It depends upon when you can pay for it; from 2*l.* to 2*l.* 10*s.*

28,473. It is a sort of sliding scale arrangement, is it?—Yes.

Lord *Kenyon.*

28,474. You get a big discount for ready money?—Yes, it is the lamb among wolves.

Mr. *Richard Jones.*

28,475. It depends on the quality, too, does it not?—Well, we are safeguarded now by the Fertilisers' Act.

28,476. It is often said that it is necessary for a farmer to make three times the rent in order that he may have something like a decent margin of profit. Have you ever applied that test to the working of your farm?—Yes.

28,477. How has it worked out?—I never but one year made three years' rent.

28,478. What year was that?—I think it was 1883. I am not certain, I think so, my book will tell it.

Mr. *Seebohm.*

28,479. Do you mean from your farm proper, or from the other dealings that you were referring to, in horses?—Oh, not from the farm proper. The amount of my returns came to three times the rent one year, I know.

Mr. *Grove.*

28,480. But that might be one year running into another, just through an excessive sale of stock in one year?—Quite so. I made a deduction of 50 lambs which I found I had fattened that year; that was one item.

Mr. *Richard Jones.*

28,481. You did not take that into consideration then?—Taking from it the amount that I made upon horses, and the extra that fell in to that year, from having a bad season before, it would not be three rents.

28,482. When did you begin farming?—September 1871.

28,483. During those good years from 1872 to 1876, what was the result; were not you able to make the three rents?—I was at a very heavy outlay at that time. I went to a farm in very bad repair, and had to put up a lot of gates and do a lot of building, so that I could not the first two or three years.

Mr. *Grove.*

28,484. Could you lend us that book of yours confidentially for a few days. We will return it to you, of course?—Do you mean my book of returns?

28,485. Yes?—Certainly. (*The witness handed in book.*)

Professor *Rhŷs.*

28,486. You are, on the whole, fairly satisfied with the breed of cattle you mostly have here?—Yes.

28,487. We came through an agricultural district this morning, and I overheard a conversation to the effect that the breed of cattle here was about as bad as any in the whole country. You would not agree with that?—They suit certain districts better than any other, or we should not find so much call for them. There are dealers who will not buy anything except a black beast. They take them down in Surrey, Essex, and Northampton.

28,488. I understood that there had been crossing for many years, and that the old breed of Castle Martins was getting scarce?—It has been very much improved.

28,489. Then I suppose the gentlemen that I heard talking would differ from you with regard to the value of this breed. Do the retired commodores and admirals make good farmers in this part of the world?—I have had no experience of either a commodore or an admiral. I think you misunderstood me, I was speaking of retired dockyard men.

28,490. Do they make good farmers?—Not good for themselves. They do a little experimentalising. They do not live long, thank goodness. They are not turned out of office till they are nearly 70.

28,491. They are turned out to grass, so to say?—They are turned out to rest.

Mr. *Grove.*

28,492. When people have a pension they generally live a long time, do they not?—They do not take their pension until they get to a good age.

Professor *Rhŷs.*

28,493. This is another illustration of the climate which we have been talking about, I suppose. I think you said that an average rent for a fair cottage for a labourer would be about 3*l.* 10*s.*?—Thereabouts, that to 4*l.* I should say.

Professor *Rhŷs*—continued.

28,494. What would you say a cottage of that sort could be built for? Have you had any built yourself?—I have not, but I have heard a sum stated.

28,495. What would you think it would cost to build a cottage of that sort?—If you were going to build one, you would not build one quite of the same sort that you would occupy yourself. Cottages that would be let as a rule about the rural districts would not be very good ones. If a man were going to build one he would not build it on the same plan at all. I should say a fair labourer's cottage would cost about 50*l.* or 60*l.*, not less than 50*l.* anyhow.

28,496. Then 3*l.* 10*s.* would be a fair return, would it not?—I believe cottages used to be built for 40*l.* I was told so by a mason the other day, that he had built many cottages for 40*l.*

Lord *Kenyon.*

28,497. Of what material, mud?—Limestone.

28,498. Perhaps that would be only the mason's bill?—No, he used to contract for building them, he told me, within the last 20 years.

28,499. They would be wretched rooms, would they not?—No rooms upstairs, just two rooms downstairs.

Mr. *Griffiths.*

28,500. What kind of floor?—A gravel floor; there would not be much wood about it, and then the limestone can be taken from close by, generally.

Professor *Rhŷs.*

28,501. That would not fetch a rent of 3*l.* 10*s.*, would it?—I am not in a position to say much about that.

28,502. Would any people in this part of the country be inclined to build a cottage of this sort?—No, there would not be many of that sort.

Lord *Kenyon.*

28,503. You would not like to say that on the large estates cottages of that sort would be built?—No, I am not speaking of landlords of large estates now. I am speaking of individuals who might have a corner here and there.

Professor *Rhŷs.*

28,504. Quite so, but I am speaking merely from the money point of view. Would it pay a landlord? Would he have 2 or 3 per cent. on his outlay if he built a decent cottage such as one would have to build in these days?—I question whether the occupier would be agreeable to take the fresh burden on himself of building the new cottages that would have to be built on his farm for his labourers, in addition to his present rent.

Mr. *Richard Jones.*

28,505. As a matter of principle, do you consider it a good arrangement that the tenants should have to repair the labourers cottages?

Lord *Kenyon.*

28,506. First of all, do they do so?—I did.

28,507. I know, but is that the general practice on the estates?—No, it is not on most estates.

28,508. I take it from you that your estate is in rather a peculiar position?—Yes, it is.

28,509. It has been in Chancery, it is now in the hands of trustees, and it is settled on the owner's wife?—That is so.

Mr. *Richard Jones.*

28,510. But from a sanitary point of view, it would be much better, would it not, for the landlord to let the cottage direct to the labourer; he is more likely then to do repairs than the tenant, is he not?—Yes, I consider he would be more likely in most cases, and would have more capital to do it with.

Sir *John Llewelyn.*

28,511. You say you have a lease. That was a repairing lease?—Yes.

28,512. The repairs of the buildings and of the cottages you were responsible for; you had to do them according to the terms of that lease?—I do not think there was a cottage on the farm when I took it.

28,513. I took this down from your evidence in chief, that more labourers could be employed if there was more capital for building their cottages?—No, you misunderstood me.

28,514. I was going to ask you whether I took it down correctly or not?—No, not for building the cottages. More labour could be employed if there was capital enough to employ more labourers. Will you allow me to explain with regard to the cottages?

28,515. Yes, I should like to have your explanation?—I was just going to mention this, that my holding was formerly two holdings, so that one of the farm houses was converted by me for the use of my tenants, so that I have three tenants living in the old farm house.

Mr. *Seebohm.*

28,516. Three cottagers?—They are not actually cottages on the farm. There was not one on the farm.

Sir *John Llewelyn.*

28,517. Three tenants are living there. Are they labourers?—Yes. I have divided the house so as to suit three tenants, and apportioned it off.

28,518. Are those tenants working on your land?—They are.

28,519. It is in the nature then of a cottager's house?—Yes, they are in the same position as cottagers. It was let as two holdings.

28,520. Your lease has expired?—Yes.

28,521. Do you continue on the same terms?—No, there is no mention of any terms to me.

Sir *John Llewelyn*—continued.

28,522. Then who does the repairs now?—I have to do them if there are any to be done. I had to do them this winter.

28,523. Is that the custom of the country, that the occupier, the tenant, does permanent repairs?—Not on large estates, as a rule.

28,524. It is not the rule, but it was an exception in your case?—Yes.

28,525. Then you are an exception to the rule, you think?—Well, there are a good many isolated cases besides my own.

28,526. In Castle Martin?—Yes. I think I could mention others if I were to think it over.

28,527. The breed of Castle Martin cattle has been a very celebrated breed, has it not, and it continues to be so still, or are you superseding it?—No, the black cattle hold their own very well here. They are sought after.

28,528. Do you breed many horses?—I do not breed many. There are a few bred here.

28,529. There are some good horses bred in this country, I believe?—I breed one occasionally, not to any great extent.

Lord *Kenyon.*

28,530. You find it more profitable to buy?—Yes, and to sell to a good customer.

Mr. *Seebohm.*

28,531. May I ask how many labourers you have to till your 400 acres on your 400-acre farm?—Do you refer to the average for three years, or the number at present?

28,532. The average?—Generally five or six, and two boys; one of them almost as good as a man.

Mr. *Richard Jones.*

28,533. Are you able to manage with five or six on a farm of that size?—Not as it should be managed. I do a good deal of work myself.

Mr. *Richard Jones.*

28,534. I thought it rather a small number.

Mr. *Griffiths.*

28,535. Do you know of any tenants that have had to leave their farms when they wished to remain, because the rent was too high?—Yes, plenty of them.

28,536. They have left the neighbourhood?—Yes, many of them. There is Mr. White, of Chiffrelton, who left; Mr. Rees, of Kilpaison, left; and Mr. Lewis, of Rowston, left.

28,537. Did they ever apply for a reduction of rent, do you know?—I can only go upon hearsay. I could not prove that they did. There may be others here who can.

28,538. Do you not think it would be a good thing for these farmers in the neighbourhood if they had some place to appeal to besides the landlord?—Yes, that is my conviction.

28,539. I mean in order to have fair rent?—Yes, only as a last resource. I prefer doing it with my landlord.

28,540. If the landlord and tenant can agree, all will be well?—Yes, that is so.

Sir *John Llewelyn.*

28,541. Is the Agricultural Holdings Act much known in this country? Is it generally known to the farmers here?—I do not think it is.

28,542. You consider that it is not quite satisfactory, and that it may be amended?—Yes, I do. I pointed out one or two things that I thought could be improved.

Lord *Kenyon.*

28,543. As to the two months' notice, and as to consent?

Mr. *Brynmor Jones.*

28,544. I wish to return you this document with regard to the Manor of Lamphey. I have glanced through it, and I find that the opinions given by very eminent counsel, Mr. Preston and Mr. Scriven, differ. Mr. Scriven's opinion was the final one. How is the matter settled in the manor now? That opinion was taken in 1839—That is a personal experience, and it is only a matter so far as I have known in my personal experience, but there are many cases in the manor which are considered to be very grievous and very oppressive. As a matter of fact the sum asked me as a fine upon this property was 142*l.*, the admittance formerly paid being 40*l.*, and which 40*l.* was paid to take in 53 acres more than I purchased.

28,545. Then you do not know whether litigation ever did take place with regard to admission to this manor?—I do not think there has ever been a test case.

Mr. *Griffiths.*

28,546. Have you ever been able to ascertain what was the rent of this farm, say 50 years ago?—It was let to Mr. Parcell for 14 years at a sum of 122*l.*, I think. I had the statement somewhere here.

28,547. Is that the whole of your holding?—Yes. I can give it to you. The rental paid by Mr. Parcell for the whole was 122*l.* a year. That was taken in two lots.

28,548. In what year was that; could you give us the date?—This letter was written on August 9th, 1892. I would rather not disclose the name of the writer of the letter to you, but I can submit the letter to you. He is a qualified man, who writes to inform me that my admittance would not exceed 100*l.* in two lots, whereas the sum asked me was 142*l.* and 40*l.*, in the face of another being admitted at the same time who paid 20*l.* more money than I did for lot 2, and who was admitted at 36*l.* when I was asked 142*l.*

28,549. I will just ask you one more question. Do you think you could have paid your rent during the term of your lease, if you had not had some other source to draw upon?—No, I could not. I was constantly having assistance.

Mr. *Richard Jones.*

28,550. I have one or two questions to ask you upon that. You say that a good many of the farmers from this neighbourhood have migrated to English counties. Are they English or Welsh farmers?—Welsh farmers. I am speaking now in the sense of a Pembrokeshire farmer

Mr. *Richard Jones*—continued.

being a Welshman; he is a mongrel, he is neither one thing nor the other; he does not speak the Welsh language. A lot of men in the south part of the country here cannot speak Welsh.

28,551. Do you find that there is great readiness among the farmers here to migrate? Are they ready to cut their connexion with this part of the country?—No, they would not if they could obtain farms here on the same conditions as there; they would sooner stay here.

Mr. *Seebohm.*

28,552. Is it the farmers or farmers' sons who migrate?—Both. I know of instances of both. The cases which I mentioned to you each and all of them were tenant farmers themselves. Some of them had been in the county farming, I should say, for 30 or 40 years.

Mr. *Richard Jones.*

28,553. Are the farmers here satisfied with the accommodation for housing their stock? You say that the conditions of farming have changed a good deal, and that more land is laid down to pasture, and I take it that the number of the stock is increased. Is there a corresponding increase in the accommodation for the stock?—Yes, on some estates there has been a great deal done in that way.

28,554. The landlords have, generally speaking, fulfilled the requirements of the tenants?—Yes, only I think in some cases, I will not say in all, the tenants have been expected to remunerate the landlord by paying a certain amount per cent. upon the outlay.

Mr. *Grove.*

28,555. What rate was that?

Lord *Kenyon.*

28,556. You cannot speak from personal experience?—No. I have heard the sum of 5 per cent. mentioned, and in other cases more, I think.

Mr. *Richard Jones.*

28,557. Then in fact, is it your opinion that this depression is really of a permanent character?—That is my opinion, unless we go to war.

28,558. And that the present rents are impossible?—Yes, that is so.

28,559. I find that but very few tenants intend appearing to give evidence here. Can you assign any reason for that?—Would you understand the reason of "I do not like to"? The reason I get is generally "I do not like to."

28,560. Why not? Have you pursued the inquiry?—There are many reasons.

28,561. Is it because they are satisfied with their lot?—No, it is not.

28,562. What is it then?—They do not wish to reveal things that they might, because it would offer offence probably to the landlord or the agent, and others have been, I do not mean to say intimidated in any way, but they have been led to believe that their position will be bettered. Some have had very high abatements this year, I have been told—some as high as 30 per cent. given back, but I do not think it was done before this year. Others have been told that their rent was reduced. In fact they have been treated just as my wife treats her babies; they have had something put into their hands to keep their mouths quiet.

Mr. *Richard Jones*—continued.

Lord *Kenyon.*

28,563. But all your evidence goes to show that this is an exceptionally bad year?—It is an exceptionally bad year.

28,564. And therefore, perhaps it is that the abatements are exceptionally large. There may be that reason too?—There may be, but I have my own individual opinion that if you gentlemen had not come down here the abatements would not have been so large.

28,565. That, if I may say so, must be confined to your opinion?—I only give it as my opinion, my Lord. It is a very humble opinion.

Mr. *Richard Jones.*

28,566. You do not know of positive instances where tenants have been discouraged from appearing?—Well, that is a very difficult question. I do know of many things that have occurred, but which, if I were to apply to the authorities from which I get my information, I presume they would not substantiate any statement they made. That is my position, I must tell you. I believe them to be true, and know them to be true, but the persons who gave me the information are in such a position that they would not care to have their names revealed.

28,567. Have any of the landlords or any of the agents stated publicly that the tenants were at perfect liberty to appear before the Commission to give evidence?—I have not heard of a case. It might be so, but I have not heard of such a case.

Lord *Kenyon.*

28,568. I have some questions to put to you which are handed in by Mr. Vincent. The first is, "You say that you do not know of agents "with special training and experience. Do you "know Major Wynne?"—Yes, I know him as a major.

28,569. "Do you know Mr. Mousley?"—Yes, my Lord.

28,570. "Mr. Rees Stokes?"—Yes, my Lord.

28,571. "Mr. Sackville Owen?"—Yes, my Lord.

28,572. "Mr. Rule Owen, and others?"—Yes, my Lord. Mr. Rule Owen I would not put in the same category as the others. He is a valuer.

28,573. Do you consider those agents have special training and experience?—What amounts to special training, may I ask, my Lord, is it in the army or in a lawyer's office?

28,574. I know some people consider it is a good thing to have a lawyer as an agent. I do not know whether it is so or not?—I should not think he would be.

28,575. But I take it, it means education in a landlord's office in some way, or in some agricultural college, or by previous experience under another agent?—I should not consider that they

Lord *Kenyon*—continued.

had any special training in any way. I should like it pointed out to me what is the special training, if they have any.

28,576. It is difficult to say. Some farmers have no special training beyond living on the land all their life?—Oh yes, they have generally to go through some practical part of farming. Have either of those gentlemen ever ploughed an acre of land?

28,577. Possibly not, but that does not constitute the necessary knowledge of an agent. He does not have to plough land?—You want to put the agent on the same level as the farmer's son.

28,578. The agent has a great deal to do besides attending to the agricultural part of the estate?—But your contention, my Lord, was that the farmer's son, or the farmer, has merely lived on the farm, but I say he has done more than live on the farm, he has had to do with the practical part of the farm, and the land agent has not.

28,579. He has had it before his eyes the whole of his life, possibly?—So have I had the coast of Devonshire before my eyes, and I have never been there.

28,580. It is rather further off than the soil under your feet?—I do not see that, because an agent has had land under his eyes, and is riding about over it, that that puts him in a position to be an efficient agent, or to have any knowledge of practical farming.

Mr. *Brynmor Jones.*

28,581. What I understand you to mean is that none of the agents round this part of the country have been specially trained as land agents, that is to say, you do not deny—as I see, there is one gentleman mentioned who is a solicitor?—Mr. Rule Owen I do not consider an analogous case at all.

28,582. But I mean one of these gentlemen whose name I recognise as being that of a solicitor?—Yes, he is a solicitor.

28,583. Do you object to solicitors being land agents? Is that one point you make?—Yes, quite so.

28,584. Unless they have also had special training in regard to the land?—Yes.

Lord *Kenyon.*

We shall never come to an agreement as to what that special training is.

Mr. *Richard Jones.*

The witness asserts by implication that no one is qualified to be a land agent, unless he has been farming himself.

Mr. *Brynmor Jones.*

28,585–6. Yes, or else educated in a place like the Cirencester Agriculture College?—Why should he not be educated for it as he is educated for a lawyer? This gentleman had to pass through certain examinations before he became a lawyer, and I should think that a land agent should have to pass certain examinations before he becomes a land agent.

Lord *Kenyon.*

I tell you that they have to pass an examination, although they may not have touched the plough themselves. They have to pass an examination in agriculture. However, you would not consider it to be a test at all, I suppose, because it would be simply theoretical, you say?

Mr. *Brynmor Jones.*

28,587. No; Mr. Gibbs does not object to a man who has been trained at an agricultural college?—No, that is just what I say they should be. Something more than theory is wanted. I do not think I could sail a ship upon theory.

Lord *Kenyon.*

But in order to test your view there, I understand that there are many other things which an agent has to do besides understanding a farm, for instance, timber and building.

Mr. *Brynmor Jones.*

Or drawing an agreement, that may be most useful.

Lord *Kenyon.*

28,588. Yes, there are a number of sides to it, he cannot always have practical experience of actual labour himself?—Yes, but in regard to the erection of buildings he should acquire a certain knowledge as to what is best fitted for the comfort of the cattle and the arrangement of the houses.

28,589. Yes, but that is all got from other people's experience as a rule; it is learned out of books?—Well, in some instances it has been a failure, my Lord.

28,590. No doubt it has. You say that these gentlemen have not had what you consider special training and experience. That is your answer to the question?—That is my answer to it.

28,591. Then we pass on to the next?—I am quite prepared to be converted if it can be proved to my satisfaction that these gentlemen have been specially trained. I know as much about them as anyone, I think.

28,592. These are still Mr. Vincent's questions: "You say that tithes are paid by the tenant. "Do you mean that the recent Tithe Act is "inoperative, or simply that since the Act the "amount of the tithe has been added to the "rent"?—Will you accept this letter in answer to that question, my Lord?

28,593. I do not know what the letter is?—If you will please look at it you will see in a moment. (*The witness handed in letter.*) I pay the tithe now as I ever did, only that I pay it through the landlord, and my rent is regulated by the rise and fall in tithes.

28,594. Then your answer to this question is simply that since the Act the amount of tithe has been added to the rent. The letter only says that; it says that the total amount of tithe will be paid by Mr. Gibbs, plus 400*l.* a year, which is the rent.

Lord *Kenyon*—continued.

28,594A. "Where is the land reclaimed by tenants?"—In this neighbourhood that I know of?

28,595. Yes, the land that you referred to?—There is a farm called Lammaston, where it was uncultivated land which was known as Lammaston Hills, which have been reclaimed and made very productive; the same with regard to Kingston; the same with regard to a large piece of land on Lord Cawdor's estate at Flimston.

28,596. "When was the reclaiming done?"—I could not give you the exact date—within the last year or so.

28,597. "Are you sure that the landowner "had no share whatever in this reclaiming?"—No, I could not state that he has not.

28,598. You do not know?—I do not know.

28,599. "In this matter, do you speak from "personal experience or from hearsay?"—Of the reclaiming?

28,600. Yes?—I myself reclaimed 8 or 12 acres. In that case there was no compensation.

28,601. What was the case with regard to the other one?—I can be put in a position before you leave to be able to state whether or not the landlord has paid any part of it. [The witness subsequently handed in the following memorandum:—This is to certify that we, the undersigned tenants of the farms Kingston and Lammaston, received no assistance from our landlords in reclaiming the lands mentioned by the witness William Gibbs, before the Commission at Pembroke. As witness our hands,—(Signed) John Mathias, Abraham Davies.]

28,602. Mr. Vincent also asks,—"When you "say consent is given to improvements on "conditions, do you mean on conditions "as to the character of the work to be "done?" I think that came out of a question which I asked you?—Well, a question would arise between landlord and tenant as to whether those improvements were of such a character as to be remunerative to the landlord, and in that case the tenant may get consent, but I question whether he would be backed by his landlord if he did not consider the improvements of such a character.

Lord *Kenyon*—continued.

28,603. You mean to say that opinions might differ between the landlord and the tenant as to whether they really were improvements or not?—Quite so. The question is whether they would be or would not be.

Mr. *Richard Jones.*

28,604. What would be the nature of those improvements?—Supposing you wanted water taken to your house, or accommodation for your cattle built up in the fields for shelter—many things I could mention.

Lord *Kenyon.*

28,605. Dutch barns or things of that sort, I suppose?—Yes, my Lord, or even with regard to disposing of straw and hay where there was a restriction.

28,606. "Is not your farm the whole of the landlady's estate?"—I believe not. I think there is a certain property at Hazlebeach, and I think a small property now held by Mr. Thomas, or which was held by him, near Milford, but I do not know to what extent.

28,607. Perhaps it is the larger part of it, is it?—Mine is the larger part, I should think.

28,608. "Was your predecessor in your farm "a competent farmer—was he not a Scotch "draper?"—He might, according to the theory put forward here to-day, be a Scotch draper and a farmer, if he was brought up as a youth on the farm. That cuts both ways, my Lord.

28,609. Do you call him a competent farmer? You have given your opinion about the agent, here is something about the farmer?—No, I should not consider he was a competent farmer, but there were competent farmers there before him.

28,610. And did he make it pay?—They did not stay there 21 years—not one of them, except the one who preceded me years ago, and who only paid a third part of the rent which I pay. The two farms they held were let at 132*l.* up to 146*l.*, and my farm has been let at 475*l.* for 21 years, and it is now 400*l.*, and I could take my farm at the rent which they paid for it and make it pay now, and make a living out of it.

Adjourned for a short time.

Mr. T. T. Mousley called and examined.

Lord *Kenyon.*

28,611. We have got several witnesses, and our time is necessarily rather brief, so I will ask you to pass over those points which have no special importance and confine yourself to those on which you wish to give more particular evidence?—I shall be very glad to occupy as little time as I can.

28,612. I have no wish to boycott your evidence in the least?—I hope it will not be so elaborate as my friend Mr. Gibbs's has been.

28,613. You are Mr. T. T. Mousley, of Aberystwith?—Yes.

28,614. You are land agent to Lord Cawdor?—I had the honour of being Lord Cawdor's

Lord *Kenyon*—continued.

agent for 30 years, but I retired from it in midsummer last year.

See evidence of present Agent at Question 40,241.

28,615. You ceased to be his land agent last year?—I retired from the agency at midsummer last year after 30 years.

28,616. You wish to speak as to Lord Cawdor's Pembrokeshire and Carmarthenshire estates. Is that so?—That is so.

28,617. Can you enumerate the manors?—Some of them. There are a great number of different manors. In this county there are, I suppose, five or six. I may say that the six parishes of Lord Cawdor's Stackpole estate are in the manors of Stackpole, of Meryon and Castle

Lord *Kenyon*—continued.

Martin—the three manors down in this southern part of the county.

28,618. Are courts held there?—There have been; though for the last few years there have not. There is really nothing to do. There are no wastes.

28,619. Then we may pass on to ownership. Are there any copyholds?—None down here.

28,620. Any enclosures?—None down here.

28,621. Any allotments?—No, none down here.

28,622. Are there any on the estates of which you speak?—I may say that my remarks apply almost as much to the Carmarthenshire estates as to the Pembrokeshire estates. The Carmarthenshire estates are very much more extensive than the Pembrokeshire estates. The Carmarthenshire estates are something like 50,000 acres against nearly 20,000 in this county.

28,623. Do you wish to give evidence as to both those estates now?—I think the same remarks pretty much apply to one as to the other.

28,624. Very well. Have there been enclosures on the Carmarthenshire estate?—Yes, there was a very extensive enclosure about 20 years ago in the Manor of Emlyn uch cych. In some five or six parishes there were wastes enclosed—in the parishes of Llangeler, Penboyr, Cenarth, and Cilrhedyn.

28,625. Enclosed under the Act?—Yes, under the Act, enclosed by the Commissioners' award and valuation and all the rest of it. Lord Cawdor was Lord of the Manor, and of course got very extensive allotments by the enclosures.

28,626. Are the squatters required to pay a small rent?—Yes.

28,627. Has that rent ever been increased?—It is after a time perhaps, or if there is any outlay—if the cottage becomes in a bad state and the landlord has to lay out something in restoring, it is natural that he should charge some little extra rent for so doing.

28,628. Have you anything to say about hill lands, are they let for sheep?—Yes, in one part of Carmarthenshire in particular there are very extensive sheep farms above Llandovery, farms that are calculated for very little else than the growth or run of mountain sheep.

28,629. Is that a profitable occupation or not?—That depends very much on the season. Generally, perhaps for three or four years, it pays very well, but if there is a very bad winter, or bad season, or bad weather at certain times of the year, the sheep are a failure; and the farmer's income depends very much on the sheep.

28,630. Have language or politics anything to do with the choosing of tenants?—We have only the English language down here. In the Carmarthenshire district of course we have to acknowledge the Welsh. I do not know that the language makes any difference. Politics make no difference, unless we get some very rabid gentlemen applying that we do not choose to have. Religious principles make no difference whatever.

28,631. Now, about the training of the agents. Have you anything to say upon that?—What do you wish to ask me on that subject?

28,632. Do you consider them specially trained?—The more training they have the better. I have had considerable training in 50 years. I commenced my agency experience in the year 1840 or 1841, by assisting my father, who was agent to the two last Earls of Dartmouth, in their Staffordshire estates. After being with him a few years, I went to another relative, to my uncle. He had a very general land agency, and he very soon packed me off to North Wales to take charge under him of four extensive estates, three of them in Denbighshire, Lord Bagot's estate of Pool Park, two of Sir Watkin's estates in Denbighshire, and Earl Dudley's Crogen estate in Merionethshire. That was my position for nine years as a resident agent. That brings me down to 1855, when I had given to me, on my own account, the agency of Lord Combermere's estate in Cheshire. That I held for seven years, when I gave it up and came to Lord Cawdor in 1863, to accept his agencies down here. I think a record of 50 years should be considered to have given me some experience. During that time I had a great deal to do with the details of farm management. At Pool Park my uncle had the tenancy of the large domain farm as well as the agencies, and I was acquainted with the management of Lord Dartmouth's farming in Staffordshire in my early years, and I saw a great deal of estate management as to farming in Cheshire on Lord Combermere's estate. All the bailiff's accounts passed through my hands—all the details.

28,633. Were you on that estate at the time those extensive improvements, under Mr. Bailey Denton, were carried out?—You mean the drainage improvements? Yes, they were in operation when I left. They were not finished when I left. I was thankful to have left just before that horrible cattle plague, which made such havoc there among the tenants.

28,634. That was said to have cost Lord Combermere 70,000*l*. I do not know whether it did or not. Now, to pass to occupation. The date of entry you say is the 29th September?—Yes. Twenty-one years ago Lord Cawdor granted on the Stackpole estate either five or six leases for 21 years. I have a copy here, if you would like to see it. It was a lease drawn out first by the landlord, and then it was submitted to the tenants for them to pull to pieces as much as they chose, and to suggest any improvements. It passed through their hands, and came back to us, and was adopted by Lord Cawdor. His Lordship granted either five or six leases; that is 21 years ago; they are just about expiring, and I may say that we have not had an application since that time for any other lease. There are no leases in this country. I think the farmers have begun to find out that in the hands of a good landlord they are in a better position without a lease than with.

Lord *Kenyon*—continued.

28,635. Are there penalising clauses in that lease?—There are very slight ones I inserted. I will hand it to you to see, if you like (*handing in agreement*).

28,636. You say there is not much difference between the condition of the leaseholders and that of yearly tenants?—Very little.

28,637. Is there much increase in change of tenancy?—I do not think in the 30 years, taking the two counties, we have had an average of one change a year, not an entire change of tenancy. His Lordship's desire has always been to keep as much as possible the old families in the tenancies. Sometimes, of course, there are cases where a change was inevitable—death, and so on; but we always, if we could, afforded a fair chance of re-letting to a member of the family. Where it was possible we never made extreme changes if we could avoid it.

28,638. In resuming occupation of a field for planting, and so on, on Lord Cawdor's estate, is there generally notice given or not?—That is a matter of friendly arrangement between the landlord and the tenant. Of course, fair compensation, as nearly as can be ascertained, is made for any land taken for those purposes.

28,639. Have you had any complaint under that head?—None.

28,640. Then, damage caused by timber cutting—is that compensated for?—Yes, there is always some damage, and generally very rough damage, too, but there is always an endeavour to get a tenant compensated for his damage, either by the timber purchaser or by the landlord. Of course, it is in fairness put generally upon the timber purchaser.

28,641. Then you have spoken of agreements. Do the tenants always have a copy of their agreements?—I may say (perhaps it is somewhat discreditable to myself) we have scarcely ever gone through the form of giving agricultural yearly agreements. Since the recent Agricultural Holdings Acts those agreements have been of little consequence; they are inoperative; they are knocked on the head. It is generally a memorandum between the agent and the tenant, the tenant undertaking to enter into a regular agreement when required. Of course it is not a lease unless it is given to the tenants; then the landlord always keeps the counter-part. That was always the case as regards these 21 years' leases.

28,642. Had the tenant to pay for that lease?—Not a sixpence. Here is a counter-part of one of those leases, dated the 4th October 1875 (*producing same*).

28,643. How is the rent ascertained and fixed? By mutual arrangement between landlord and tenant at a lump sum, or at so much per acre?—The gross sum ascertained by the value per acre of different parts of the farm.

28,644. It is worked out per acre, and put at a lump sum?—Exactly.

28,645. Is there uniformity, do you think, in the rents on the estate?—No, not much uniformity. To some extent there is, but all farms vary in some respects; there cannot be uniformity.

Lord *Kenyon*—continued.

28,646. The rent varies according to the value of the land. Is that so?—Quite so.

28,647. How about the smaller tenements? Are those rented higher or lower?—I should think, perhaps, as a rule, the very small farms are rather at a higher rent than the larger ones—the very small farms of, say 15 or 20 acres, or something like that—little accommodation farms.

28,648. On account of the buildings and the expense attached to them?—Yes.

28,649. What is the usual average rent?—It is almost impossible to answer this question, most farms being composed of upland and lowland, and varying from say, 2*s.* to 2*l.* an acre. I think that is rather under the figure my friend Mr. Gibbs gave. In Pembrokeshire, on the Stackpole estate, perhaps the average may be about 18*s.* an acre. On estates higher up the county perhaps an average of 15*s.* per acre. As to Carmarthenshire, I put the lowland estates at something like 15*s.* an acre, and the highland mountain farms at 8*s.* an acre.

28,650. That would include sheep walk, would it?—Yes. With these sheep walk farms there is generally some portion of lowland farm to be cultivated.

28,651. Is the right to pasturage taken into account in assessing the rent?—Yes.

28,652. Are there any services exacted?—None.

28,653. As to the basis of rent, the agent forms his opinion as to the value?—Quite so.

28,654. And then settles the tenancy by private treaty?—Then it is settled by private treaty.

28,655. Do you know of any farm let to the highest bidder?—No. I daresay it very often is, if the highest bidder happens to be the best man, it is very natural then that he should be the accepted tenant; it does not follow that because he is the highest bidder he must be accepted.

28,656. Has Lord Cawdor ever let by auction?—Never.

28,657. Arbitration you say is never resorted to?—No, never.

28,658. Has the estate ever been re-valued?—In 1862 the whole estate was re-valued by a professional gentleman, and the first thing I had to do on entering into the agency was to relet the whole property.

28,659. In 1862?—In 1863. It was valued in 1862.

28,660. You mean at those rents?—Well, I could not let them up to those rents. I had a great many things to take into consideration by Lord Cawdor's instructions, where there had been what could be called permanent improvements by the tenants, not exhausted, and where they had an undoubted claim. His Lordship advised me: "I think it quite right that we "should acknowledge and make some allow-"ances in our re-lettings," and I daresay the reductions in the re-letting of the whole property cost Lord Cawdor 1,000*l.* at least a year.

Professor *Rhŷs.*

28,661. 1,000*l.* a year?—1,000*l.* a year in the yearly rents.

Lord *Kenyon.*

28,662. Have there been any permanent reductions or abatements, or both?—Yes.

28,663. Can you give us details?—Here they are. I daresay this may be sufficient. For the year ending Lady-day 1886, abatements 15 per cent.; Lady-day 1887, 15 per cent.; Lady-day 1888, 15 per cent. Then there was a change. In 1891 the tithes were allowed, 7½ per cent. on the rents; in 1892, the same; Lady-day 1893, 10 per cent. and the 7½ per cent. for the tithes, making about 17½ per cent. That was up to Lady-day 1893, and that is going on for the present year, up to Lady-day 1894.

28,664. That is all, is it?—With reference to those abatements.

28,665. Is notice given when an abatement is to be given?—The sub-agents are always authorised previous to the rent days to make it known to the tenants that there will be so much abatement out of their rent at the rent day.

28,666. How much notice?—From 10 days to a fortnight, or something like that, in giving notice of the rent days to be held at different places.

28,667. The rents have not been raised, you say?—Not since that time, 30 years ago, excepting an occasional change. If there was some real ground for it, there might have been some slight increase of rent, but it has happened very seldom.

28,668. What was the general result of that re-valuation; was it to raise the rent or not?—A very considerable increase; by the valuation I daresay the increase would be about 6,000*l.* a year, but the actual letting did not amount to an increase of 5,000*l.*

28,669. What do you say have been the chief fluctuations in prices affecting rent within the last 50 years?—The low price of cereals for many years, say 10 or more, the falling off of the demand for store cattle for the Midland pastures during the last four or five years, those two reasons, and the bad seasons we have had.

28,670. The rent is paid, you say, six months after it becomes due?—From five to six months.

28,671. The preferential claim, you say, is a benefit to the tenant?—This preferential claim upon Lord Cawdor's tenants is as a rule very cheerfully acknowledged.

28,672. The tithes, land tax, &c., are paid by the tenants, and the income tax by the landlord?—Just so.

28,673. The rates have increased, you say?—I ought to say perhaps with reference to tithes at the present time, the last couple of years, since the Tithe Act, the tithes, of course, have been paid by Lord Cawdor as the landlord, and since that time he has not charged them to his tenants. At the present time Lord Cawdor continues to pay the tithes on his whole property.

Mr. *Richard Jones.*

28,674. Only he takes it into consideration when he is making abatements?—No. These yearly abatements have been abatements on the rents. The tithes have not been re-charged up to this time to the tenants.

Mr. *Seebohm.*

28,675. But the 17½ includes the 7½ per cent. tithes?—The 7½ per cent. is the per-centage of the tithes upon the rent, and with the addition of the 10 per cent., 17½ per cent. would be the entire allowance in the year by the landlord.

Lord *Kenyon.*

28,676. Have there been any consolidations of farms?—Not to any great extent.

28,677. And no sub-division?—No.

28,678. What do you say as to small holdings in regard to practical skill in farming?—Small holdings may answer for keeping dairy cows, if the land is chiefly pasture, I think if it comes to mixed tillage, the small holdings have not a fair chance at present prices.

28,679. Have you more demand for small holdings than for large?—Yes.

28,680. Is there a scarcity of labour?—A general scarcity of labour, there is no doubt, throughout the country—agricultural labour.

28,681. Is that owing to the scarcity of labourers, or the difficulty farmers are in that they cannot employ the labourers?—There is a great deal said about bringing the agricultural labourers back to the land, but I do not think I ever knew it to answer, "to put the cart before the horse." If you put the farmers in a better position than they are at the present time it may answer, if you can bring the labourers back again, well and good, but I do not see the use of bringing the poor fellows back until the farmers can employ them and pay them.

28,682. You say tillage has been reduced of late years?—Yes.

28,683. More land laid down to grass?—No doubt, and I am afraid too many farmers found when they had done that that they had made a mistake, that they had laid down their land to grass to reduce their tillage, and thereby to reduce the expenses; then, of course, the next thing to do was to increase their stock, and they no sooner increased their stock than the demand for the supply to English pastures ceasing in consequence of there being no money on that side of England to send to this country, they had to keep their stock, and they were overstocked.

28,684. Is there any reclamation?—Very little in this country—very little in either county.

28,685. What improvements does the landlord do?—Most permanent improvements. The permanent buildings Lord Cawdor insists on doing. He says: "I cannot approve of my tenants going "to any great outlay in improving permanently "my property, unless they get some considera-"tion for it—unless they get something in "the shape of a lease or security for their "outlay." His instructions have always been to me, "Let me know when you consider there

Lord *Kenyon*—continued.

" is anything necessary as accommodation for the " farmers, anything that they really require and " is necessary, and if it is possible, if we can " afford it, we will do it." That has always been his Lordship's desire and his instructions to me.

28,686. The tenants do the haulage?—Yes.

28,687. Willingly?—Willingly.

28,688. Does the landlord do the draining?—The landlord drains, and when he drains he charges—not always—for the outlay 5 per cent.

28,689. He supplies gates and posts?—Yes.

28,690. Then as to embankments. Is there anything as to that?—That is done by the landlord. In Carmarthenshire we have a great deal of that in the River Towy.

28,691. Is there any co-operation in improvement?—No, sometimes the landlord provides timber or iron for fencing, the tenant erecting the fences.

28,692. You say the estate is subject to the Agricultural Holdings Act?—Yes.

28,693. What is the estate custom?—The old established customs of the estate as admitted by the Agricultural Holdings Act. Where there are established customs of the estate, I think the intention of the Agricultural Holdings Act was that it should not interfere with those old established customs. There are these old established customs on Lord Cawdor's property. I do not venture to say what are the customs of the country, but as regards his Lordship's estate, there are those old established customs which are enforced willingly, and are now admitted by both parties.

28,694. Is the landlord's consent asked, for specific improvements?—I must say, in reply to that question, that since the Agricultural Holdings Act I have never been once asked for permission to make a permanent improvement of that description with reference to compensation for that improvement; not once.

28,695. The allowances to the outgoing tenants, you say, are met by the custom of the estate?—Yes.

28,696. Have you anything more to say on that?—The growing crops are valued by arbitration if the outgoing tenant and incoming tenant fail to agree. They generally do agree.

28,697. Then we can pass to the subject of tenant right. Do you know of any tenant right?—None. We do not admit any.

28,698. Then the sheep on sheep farms are taken by the incoming tenant?—Yes, generally. That applies to the hill farms in Carmarthenshire and the upper country. They are generally hill sheep farms, and the stock is taken by the incoming tenant at a valuation.

28,699. You do not think much of the Agricultural Holdings Act?—Not much. It is all very well as far as it goes.

28,700. Do you think it might be amended?—I think it might be improved; but if it was worth while to pass an Agricultural Holdings Act, it might have been a more generally beneficial Act—more useful.

Lord *Kenyon*—continued.

28,701. How about the game on Lord Cawdor's estate. Is there much?—On the Stackpole estate game is preserved, of course, to a very considerable extent, and only on that estate. The tenants do not make any complaint or grievance of it. They will admit that Lord Cawdor is very generous with his game. He never sells a head of game. The game is always given away, chiefly to his tenants and tradespeople and neighbours and friends. All that he does not consume is given away to one or the other. He never sells a head. There are no complaints about game. According to the Ground Game Act, the tenants have now the joint right of rabbits and hares. If we have any complaint to make as to that, it is that they do not keep them down close enough.

28,702. And they are not expected to beat?—No.

28,703. What is the effect of game preserving on cultivation?—That depends upon the extent of the game. Of course, every head of game would do some small amount of damage, but, as I say, there is no game on Lord Cawdor's property of any consequence except on this Stackpole estate. There must be occasionally some slight damage, but it is never made a grievance of by his tenants.

28,704. Has compensation ever been applied for?—Very seldom. Lord Cawdor is fortunate in having as loyal a body of tenantry as any great landlord in the country, and I do not think they are in the habit of complaining when they have no reason.

28,705. Do you consider the law of trespass satisfactory?—Yes. Our present law of trespass is quite sufficient to deal with all cases.

28,706. Do you think it is sufficient to deal with cases that we have heard of with regard to mushroom gatherers?—It is difficult to say. I should be inclined to say that the tenant is the person who has the best claim to the mushrooms, and if he chooses not to exercise that and to allow poor people to come and gather them, it is charitable on his part, and I think is a sort of thing that might be allowed to drift as far as possible, not to be made a grievance of.

28,707. You think the law is sufficiently stringent?—Yes, I think so.

28,708. Is there any agricultural education?—Very little in this country.

28,709. Do you think there is any need for any?—Yes, the more education in agriculture the better. It is difficult in these days to keep pace with the improved agriculture required without some extra education.

28,710. Is there any instruction in butter and cheese making?—Yes. Some methods answer, some do not; there are different systems, butter factories and creameries, and that sort of thing. I am inclined to think that the better way is to educate young girls well in dairy management, and then let them go all over the country and instruct others. I think that is better than collecting milk in different districts and having public factories.

Lord *Kenyon*—continued.

28,711. There are factories in this country, are there?—Oh, yes.

28,712. You consider the railway rates excessive?—As a rule, I suppose they have been excessive. I could not go into the details of that question.

28,713. Do you think co-operation among the farmers might be made useful to them in purchasing manures and so forth?—In that respect I do.

28,714. In any other way?—As I have said, there might be some, but I do not think to any great extent. It might be extended to great advantage as to purchasing manures and farm stuff, and I have always thought farmers might lay their heads together to co-operate in these matters, and especially in obtaining the most expensive implements, might be turned to a very good account. Some of the best implements cost a great deal of money, and I think that by a little care and organisation tenants might combine so as to get hold of these best implements as their joint property. I have always thought that they might benefit one another in that way.

28,715. Now as to freeholders. Do you think they are better off than the proprietor farmers or the other way?—I think a great many farmers who have of late years become freeholders would be very glad indeed to go back again to tenancy. When there was such a rage for buying land some 20 or 25 years ago, a man with 1,000*l.* would very foolishly buy a place that cost 3,000*l.*, and he would borrow his other 2,000*l.*, for which he would have to pay rather a hard task-master. I should think he would be very glad to get himself out of that position and go back again to tenancy. I think that is very often the case.

28,716. How about the labour of the farmers' wives and children?—Farmers and their wives take part in the manual labour on their farm to a large extent, the farmers in outdoor work, and to a very large extent the wives in the home management. I do not know in this country, particularly, what farmers would do unless they had good wives.

28,717. Do the children work?—Yes, if it does not interfere with the age for schooling. They have schooling to attend to, of course. They work at home, but there can be no fixed rule for their remuneration. I do not see how that could be; it depends on circumstances.

28,718. Do you think it has any effect upon the rents?—No, none. As to whether present rents could be maintained if wages were paid in respect of the children's labour, I should say this could not make the difference between present rents and low rents. Children's labour is a very variable quantity. Some farmers have large families and some have none.

Mr. *Seebohm.*

28,719. I should like to know whether the children, after they attain a certain age, go on living with their parents? The word "children" is rather vague.

Lord *Kenyon.*

28,720. How long do the children generally stay at home in this country and work at home?—They stay at home, of course, for their schooldays, and as soon as their schooldays are over, they hire themselves to service in farmhouses and so on.

28,721. You are speaking of the children of small farmers?—They go to service of some sort as soon as their education is finished.

28,722. And the sons of the farmers, do they work on the farm?—Yes, when the parents can retain them; they stay at home until they are in a position to take smaller farms themselves.

28,723. Until they marry?—Until they marry, or something of that sort, and farm their own home.

28,724. Then do the farmers start them in life?—If they can—as much as they can, of course. It depends on the number they have to start, and on their own means.

28,725. Have you anything to say about labourers' wages?—As to the amount of labourers' cash wages, they are very variable; if in cash, the average would be, as have said, about 14*s.* a week.

28,726. The cottages are pretty good, are they not?—They are very much improving, I am thankful to say.

28,727. They have good gardens?—Yes, it is no good having a cottage unless there is a good garden to it.

28,728. Do they have any land in this part?—Yes, some have a few acres, just to keep a cow or two.

28,729. How are they held? What is the tenure, under the landlord or under the farmer?—Some of each. Of course, it is preferable where they can be tenants to the landlord, but in many cases the cottages are part and parcel of the farms. That gives the farm tenants a better control over the labourer. But in some respects that is not so satisfactory as when the cottage tenant is tenant to the landlord.

28,730. When do you consider the depression began?—I should say about the year 1885; in 1885 for three or four years; then again in 1890 to the present time.

28,731. And the causes you have stated already?—Several bad climatic seasons, unfair competition in the wheat trade and other cereals, especially in foreign flour. I cannot comprehend why our mill industry should be knocked on the head, as it is, by the importation of foreign manufactured flour. Another cause is the greatly diminished demand for store cattle to go to the Midland pastures.

28,732. Have you considered any remedies?—No, it is not for me to talk politics. We must try to get a little more backbone into some of our statesmen to do that.

28,733. What are the general relations between Lord Cawdor and his tenants?—Excellent; could not be better.

Lord *Kenyon*—continued.

28,734. Can you give details as to money spent on improvements on the estate?—Yes.

28,735. Perhaps you will hand in a table of that?—That is a very serious question. Lord Cawdor has expended, as my yearly accounts prove, in buildings and repairs in Carmarthenshire in the 30 years, nearly 119,000*l.*; in Pembrokeshire during the same time over 91,000*l.*; making about 210,000*l.* in the 30 years expended by his Lordship in improving his houses and buildings on the estates in the two counties.

28,736. You gave us the acreage; what is the total rent?—The total rent of Lord Cawdor's estates?

28,737. Yes?—With due submission, I do think that is a question that ought not to be put to me. I am not at liberty to answer that. I have had no instructions about it, but I think it is too delicate a question to be answered in open court, and, with your permission, I do not choose to state it.

28,738. Many people have withheld it, and some have given it?

Mr. *Brynmor Jones.*

28,739. I ought to say, in support of the chairman, that many landowners have given the rental. We are not in the least going to press you to give the amount?—Well, some landlords are perhaps less scrupulous; but I do not think I should be justified. I have ceased to be Lord Cawdor's agent.

Lord *Kenyon.*

28,740. That, no doubt, makes a difference.

Mr. *Brynmor Jones.*

28,741. The withholding of that information diminishes the value of what you have said as to the amount expended on the estate. It gives us no idea as to the true economic position of the estate during the last few years?—Well, I think I might add to the figures which I have just stated that there would be in those 30 years as nearly as possible a similar sum spent on Lord Cawdor's property in other ways under different heads.

28,742. This conveys very little meaning to our minds so long as we do not know what the profits of the estate are.

Professor *Rhŷs.*

28,743. Could you give us some proportion or some idea?—It would be a matter of very easy calculation when I had done that.

Lord *Kenyon.*

28,744. It would not be difficult to arrive at the whole under those circumstances?—There would not be much difficulty, but I think I may state that in addition to this sum of over 200,000*l.* there has been about the same amount expended in different ways, such as woodland management, fencing and draining, river embankments, rates and taxes, keeping up the

Lord *Kenyon*—continued.

domains, and under those different heads, always in my accounts kept distinct, which would amount in those years to as near as possible about the same amount as has been expended for buildings and repairs.

Mr. *Brynmor Jones.*

28,745. But it is absolutely irrelevant evidence, if I may say so, until we know what amount has been received by my Lord Cawdor or his predecessors?—Well, sir, I am sorry I cannot be more accommodating.

28,746. Oh, we do not press you in the least about it. I am only intimating that others have given us the full figures?—I do not think it is very important. I do not know what it can signify to this Commission to know what Lord Cawdor's income is, or what the income of any other gentleman in the country is.

28,747. But if we do not care about the income we do not care about the expenditure?—Lord Cawdor expends as much as he can afford out of his income—you may shake your head, but I am, perhaps, better acquainted with that than you may be.

Lord *Kenyon.*

28,748. May I ask this question: What sort of proportion does the mountain land bear to the whole? You have given us the acreage as 70,000 odd acres?—Well, I do not know. You very soon get to a great number of acres when you have got on to those large mountain farms. I daresay the mountain farms would be a fourth of the whole.

Professor *Rhŷs.*

28,749. A fourth of the whole acreage?—Yes.

Mr. *Richard Jones.*

28,750. Would the mountains alone comprise one-fourth, or is that with the farms?—The side land, mountain farms—what may be called the sheep farms—those on the hill sides which you can do nothing else with, I daresay would be (making a random guess) about that proportion; I think I may say that.

Lord *Kenyon.*

28,751. You give us the average rent, and in that way we arrive at some sort of a rough guess.

Sir *John Llewelyn.*

28,752. You told us that the landlord's consent to specific improvements was never asked for?—Would be given if asked for.

28,753. I think you told us it has not been asked for?—No, not asked for.

28,754. But I think in another part of your evidence you informed us that compensation for permanent improvements had been taken into consideration in fixing the rent?—That was 30 years ago, when I had the duty of re-letting the whole property. These were my instructions:

Sir *John Llewelyn*—continued.

"Here is the valuation of the whole property, "farm by farm, but you must exercise your "discretion as to whether there should be "abatements or reductions from these rents in "consequence of permanent improvements "recently made by the tenants."

28,755. Have specific improvements been done by the tenants since that date?—No, not to any very large extent. We set our faces against it. Lord Cawdor said it was not reasonable to expect the tenants to improve his property unless they got some compensation for it.

Professor *Rhŷs.*

28,756. You say that the rates must have increased 25 per cent. That seems rather a high figure?—I think I have been slightly wrong there. I have been informed since that time that it can hardly be said that they have increased to that extent. There must have been some increase, but not to that extent. I withdraw that.

28,757. May I ask you why you say there must have been an increase. I think we have heard in some places that the rates have not increased, or even that they have gone back?—There have been extra rates, extra causes for rates, education rates, and different things. I think there must certainly have been some increase of rates in this country, but not to the extent I have stated. I was doubtful about it, and I have made inquiries, and I have recently heard, only this very day, that that is outside the mark.

28,758. What would you now say it was?—I do not know that I can venture to say, perhaps from 10 to 15 per cent.

Mr. *Seebohm.*

28,759. I have only one question I should like to ask. You stated, I think, that you had several manors on the estate, and Stackpole one of them, but that there were no copyholders?—No copyholders down here. In Carmarthenshire the very extensive manors there on the estate of Lord Cawdor extend to pretty nearly, I think I may safely say, one-half the county of Carmarthen. There there are only a few copyholders, a very few.

28,760. The question I wished to ask you was whether, looking at it from a landlord's point of view, you would say it would be an advantage to get rid of copyhold tenures altogether by legislation?—Oh, certainly, I think so. They seem to be thoroughly unsatisfactory.

28,761. And it would be satisfactory to get rid of them?—Exactly, so that a man might know what is his own.

Mr. *Griffiths.*

28,762. You mentioned just now that the leases were submitted to the tenants for their approval?—Yes.

28,763. Did they suggest any improvements?—I believe they did, but they were very slight.

28,764. Were they adopted?—Yes, I think they were entirely, from what I recollect; you see it is 21 years ago. I daresay my friend Mr. Roberts, of Loveston, would tell you whether they were or not. The leases were submitted to the tenants for any of them to see.

Mr. *Griffiths*—continued.

28,765. Do you ever invite tenders?—For what?

28,766. For the farms that are to let?—It has never been necessary. Generally, if there is a farm to let, there are ten or a dozen applicants for it. The last two or three years they have not been so numerous as they were previously to that.

28,767. You do not accept any offers from tenants until you have accepted your tenant?—No, of course not. We generally try to make our selection, and then come to terms.

28,768. What is your opinion as to labourers keeping cows—do you think it is a good or a bad thing?—If it can be managed, no doubt it is of very good service to the cottager's family that they should, if they are so inclined, have a chance, if possible, to keep a cow; but you know that the Stackpole cottagers have what is called cow land. Where a lot of pasture land runs together there are, perhaps, some five or six cows in one large field, the tenants agreeing together. In another case there will be perhaps two or three cottagers agreeing together.

28,769. Do you not think that it would tend to keep the labourers in the country and prevent them running into the towns and villages?—No doubt it does; they have an extra stake. The more they have at stake the more likely they are to remain in the country to benefit by it.

Mr. *Seebohm.*

28,770. Is not that a much easier way of giving them a run for their cows than giving them each so many acres individually?—It is, where the circumstances admit of it, where there are, as at Stackpole, a great many people employed. Most of the labourers are labourers on Lord Cawdor's own farm and the domain garden, and so on; they run their cows together. They pay, I think it is, about 3*l.* a year for each run of a cow, and it is supposed that they have about four acres each of the land for the cow. They pay that in addition to their small cottage rent. The cottage rents are very small, from 1*l.* to 30*s.* a year for the cottage and garden.

Mr. *Griffiths.*

28,771. Is it not the fact that the children of these tenants who keep cows are more adapted for farm service in future life?—I should not think of disputing that in the least. I have no doubt they are. It gives them in their earlier impressions some acquaintance with those details that are necessary.

28,772. You say no tenants have asked for any consent to improvements?—Not one, I believe. I have no recollection of having been asked by one since these leases were granted. A tenant has never come to me to say, "Well, I "propose to do this; shall I have security for "so doing," or made any reference to compensation in case he loses the tenancy—never one.

Mr. *Griffiths*—continued.

28,773. Suppose the tenants did often do such things, would you not consider them rather tedious?—What is the use of having an Act of Parliament if you do not pay attention to it and take benefit by it? That Act gives the tenants the opportunity. If they want to spend money, if they think it worth their while to spend a certain sum of money in making an extra improvement which they do not like to ask the landlord for, or which the landlord does not feel at liberty to do, it seems reasonable that they should come and ask permission to do that, and have it settled in a business-like way.

28,774. Do you not think that the tenants are rather timid in doing so?—Why should they be?

28,775. They fear the displeasure of the landlord?—They may have this reason for not falling in with that proposal, that as long as they feel that the landlord will do it for them I dare say they are better satisfied with that than doing it themselves, and as long as they can get the landlord to lay out the money for them and charge them no interest.

28,776. How are you able to obtain the general improvement of the farm?—Of course, a wise tenant on taking a farm will first of all set to work to make improvements, so that he may, during his term of 21 years, derive some benefit from it.

28,777. Did you ever give a tenant notice to quit when he had the promise of a lease?—Never; there have only been those five or six leases; we have never been in the habit of giving notices if we could possibly avoid it.

Mr. *Brynmor Jones.*

28,778. You gave me what I consider not a very courteous answer to a question that I put to you incidentally a few moments ago?—Did I give you an uncourteous answer?

28,779. I think so?—I am sorry if I did. I did not intend it, I assure you.

28,780. It may have been that I misunderstood what you said when you referred to my shaking my head. I do not think you will disagree with me when you understand what was the position which I was endeavouring to put to you. It was this, that the mere details of expenditure are really irrelevant to the question whether as between the tenant farmer, we will say, and the landlord, the landlord has got a larger share of the profits of property than he ought to have?—Well, that is a question of opinion. Giving this evidence as to the landlord's expenditure on his estate, it is rather in reproof of the outcry that the landlords are not doing their duty by their estates.

28,781. Just follow another way of putting it. Supposing it is alleged that in this business of agriculture the landlords have for years been receiving higher rents than they ought, having regard to what they were entitled to receive, then, unless we know the profits the landlord has got—the total amount that he has got—is it not irrelevant in regard to that question to say what expenditure he has made?—That sounds to me rather like admitting the right to have something out of what has been called Land Courts, which I hope to goodness we shall hear very little more of. It will not come in my time, and I hope it will not come in the time of many others that will follow me—that the management of landed estates will have to depend on Land Courts. It will be one of the greatest curses to the country, and I do not think the landlords will be likely to submit to it. I hope they will not.

Mr. *Brynmor Jones*—continued.

28,782. Supposing it is alleged that the rents we will say on Lord Cawdor's estates—I am not saying whether it is so or not—are fair and have been fair; it is perfectly clear that the mere statement of the expenditure which has been made by Lord Cawdor can give us no information relevant to that question unless we know what he has received?—Just so, I admit that.

28,783. That was the proposition to which I was respectfully shaking my head?—I admit that.

28,784. Now, I gather from your evidence that, on the whole, you think the present land system is fairly satisfactory?—I think so, and I think that it is not more serious but that the landlords and their tenants can rectify it—can keep it going, keep it on a sound footing, without any intrusion from outside parties. I do not see why the landlords should be deprived of exercising their judgment themselves, or their agents, in the letting of their property, and I think with the good sense of the tenant farmers in the country they are able to take care of themselves.

28,785. Then the system is satisfactory, you think?—I think it might be. Unfortunately, with present prices, of course the farmers are suffering very much in consequence.

28,786. But the prices are part, in a certain sense, of the existing situation?—Quite so.

28,787. Do you think that that system is satisfactory when you find the landlords complaining that they are bound to make abatements, when you find the tenant farmers complaining that their rents are too high, and when you find the labourers complaining that their wages are too low?—Well, it is very easy to understand why the labourers complain because the farmers cannot afford to employ them. It is very natural that farmers should complain, because they cannot get what they consider a fair remunerative price for their produce; and if the landlords try to meet their tenants, as the landlords pretty much as a rule in this country do, by kindly giving them abatements, that, I think, is admitting a fair share of the landlord's responsibility—that he is trying to do his duty by his tenants—and I have no doubt they do in general throughout this country. I am only endeavouring to answer for Lord Cawdor. I think these abatements are altogether satisfactory. We have kept hoping and

Mr. *Brynmor Jones*—continued.

hoping, year after year, that this depression would not long continue, and that these abatements might meet the case, and that there would soon be no necessity for them; but now, if it keeps going on in this way, I do not see what is to become of the question but that the landlords must be satisfied to make a reduction of their rents.

28,788. In fact, with your practical experience, do you say that farmers are saving money; that they are able to pay the rents and save money at all?—I should not say for one moment that they can be expected to be saving money in these days. If they are able to pay their rents at the present time, they must have been having very easy times a few years ago. No doubt they make a very great effort and strain every nerve, and I am sure that our loyal tenants do, to pay their way in the very honourable way that they do to Lord Cawdor, and I have no doubt it is the case all over the country.

28,789. The logical result of what you say seems to be that if there is to be any change in the law at all, it must be in the direction of fiscal reform?—Yes.

28,790. That is what I gather from your evidence?—Quite so.

28,791. You say the position of the landlord is by no means satisfactory, that is to say that, having regard to the abatements and reductions that he has to make, he does not get a fair interest on what may be called the capitalised value of his land?—No.

28,792. And the tenant farmer is not in a position to do much more than pay the rent and keep things going?—No. I think it all depends on the tenant farmer having fairer markets, fairer terms, and better able to pay his way. I think if some little could be done in that way it would make a very satisfactory difference very soon.

28,793. Is there no written agreement for tenancies from year to year on Lord Cawdor's estate?—Scarcely any now. The estates are all under the Agricultural Holdings Act. That and the custom of the country are sufficient.

28,794. The custom of the country, you say?—Customs of the estate.

28,795. Is the custom of the estate accepted in lieu of the Agricultural Holdings Act? Is there any question raised about it?—Oh, no, they run together; they do not clash at all.

28,796. You mean that before the Agricultural Holdings Act of 1883 there was a satisfactory custom on the estate?—Quite so, and the same customs remain in conjunction with the Agricultural Holdings Act.

28,797. That is to say, you are referring to clause 5 as to tenancies which were current at the commencement of the Act, and where there is compensation by custom that is to be accepted in lieu of compensation under the Act?—Yes.

Mr. *Brynmor Jones*—continued.

28,798. You have spoken very disparagingly of any kind of Land Court being adopted?—Yes.

28,799. What would you suggest instead, where a tenant cannot obtain the reduction necessary to enable him to live on the farm?—I am only speaking of this country. I have the honour of knowing a great many large landed proprietors in this country and their equally respected agents. I do not think that anybody can say in fairness that the landlords and the agents of this country are not quite prepared to meet their tenants and people wanting farm tenancies, quite prepared to meet them in the very best possible spirit.

28,800. But we had several farms brought before us this morning, some on the Stackpole estate; the Rowston farm, for instance?—There were some valid reasons there. The man (a very good man) died very soon after he came. Then there was the widow. She was to a great extent helpless, and it was not a satisfactory tenancy at all at the latter part of the time, and I think it was the best for all parties that that was brought to a close. I heard that mentioned this morning.

28,801. But there were several farms mentioned this morning, where the tenants could not get the landlords to believe that they could not pay for their farms, and the consequence was that they were obliged to emigrate or to remove to some other part?—I suppose landlords and their agents are at liberty to exercise their own judgment in such a matter, just as much as the tenant.

28,802. Exactly, but it is a very hard case where a tenant has worked on the farm 40 or 50 years, and then finds that he cannot pay his way and has to leave the farm?—For the last 30 or 40 years; I do not think you can name a tenancy where the tenant has been compelled to go from a farm where he has been for 20, or even 10 years, or anything like it. There has never been, that I am aware of, any improper advantage taken of tenants going away under circumstances of that kind. If there has been compensation necessary and fairly due there has been every desire to give that compensation, but we have had so few changes that I have really had very little experience in that sort of thing.

Mr. *Brynmor Jones.*

28,803. This agreement you have handed in is a form of agreement for a lease of 21 years. Has that been used since the Ground Game Act of 1880?—No; as I have stated, we have only granted five or six leases 21 years ago, and we have had no application for a lease since, or it would have been on that form.

The witness withdrew.

Mr. Charles William Rees Stokes called and examined.

Lord *Kenyon.*

28,804. You are town clerk of the borough of Tenby ?—I am.

28,805. Clerk to the Commissioners of Income and Land Tax and a county councillor for your division ?—Yes.

28,806. You are chairman of the Pembroke Farmers' Club, and you are agent for Mr. J. F. Lort Phillips and Mrs. J. G. Lort Phillips, of Lawrenny Park, Mr. W. H. Richards, and Miss Prothero, of Tenby, and Mr. H. G. Allen, of Paskeston, and Receiver under the Court of Chancery of the Alltyrodyn and Heolddu estates. What estates do you wish to speak for ?—I speak for the Lawrenny estate.

28,807. I think we will pass over those things as to which you have nothing in particular to state. You will stop me if I omit anything you think important. First of all, are changes of tenancy frequent on this estate ?—Never hardly, except by death or otherwise. I have a statement here which I should like to read to your Lordship as to the general management of the estate at the proper period, now or later on; it would come in a little later I think. These questions as to occupation you have had fully answered.

28,808. Our witnesses are rather numerous, and time is rather short, therefore I do not want to duplicate the evidence if it can be avoided. I think I had better leave it in your hands, you will get through it quicker than I should ?—I will go to this question, "What are "the usual conditions of tenancy ?" I produce copy of agreement used on the Lawrenny estate, but the conditions relating to cultivation, sale of hay and straw, and repairs are not enforced, the landlords doing all repairs.

28,809. They are kept *in terrorem* over a bad tenant, I suppose ?—That is all. Then the question is asked: "Are any of the clauses "considered oppressive; what effect have they "on cultivation ?" None, and they certainly have no effect on cultivation.

28,810. May I ask whether they have freedom in cultivation ?—Practically, they treat the farm as their own property.

Mr. *Richard Jones.*

28,811. Are they allowed to sell hay and straw ?—Sometimes they come and ask me, but if they ask me they always get permission.

Lord *Kenyon.*

28,812. If they do not ask you they take it ?—As a matter of fact, very often they take it without saying anything about it.

Mr. *Richard Jones.*

28,813. You do not interfere ?—I never interfere, so long as I have got a good tenant. I allow him to act as he would do by his own land. Then there is the question, "Is the rent "of the smaller tenantry higher per acre than "on larger farms ?" No, the smaller tenants pay the same rents now as were paid before the Russian War. They were not increased at the valuation of the estate in 1877. Then, "Is the "rent fixed on the basis of a valuation, or by "proposal followed by private treaty ?" By the valuation of Mr. Rule Owen, of Haverfordwest.

Lord *Kenyon.*

28,814. Is he generally employed ?—Always. I always employ him to value and report upon buildings or value in every case. I never take my own figures in any case whatever.

28,815. Are the tenants always satisfied with his valuation ?—They always prefer him to anybody else.

28,816. As to abatements, have you anything to say ?—Yes. I will refer to that in my general statement, my Lord. I have examined the rentals from the time Mr. Lort Phillips came of age, in 1875, and entered upon the property, and find that there are the same tenants now as were then, except in cases where tenants have died or retired, and that not one tenant has been removed or ejected during that period, In 1877 there was a re-valuation of the farms on the estate, other than small holdings, made by Mr. Rule Owen, land agent, Haverfordwest, which, if acted upon, would have increased the rental by over 400*l.* The alterations actually made, however, only show a total increase of 231*l.* That increase was only paid until the year 1880, when the agricultural depression first affected Pembrokeshire. Mr. Lort Phillips then made permanent reductions in special cases, amounting in the aggregate to 131*l.* per annum. The depression deepening, in 1885 he reduced all farm rents to the level of the rents paid in 1853, before the Russian War, as that year was thought to be the worst time known for agriculturists. This alteration made a further reduction of 480*l.* 7*s.* per annum, and was continued to the year 1888, when store stock, which is the staple commodity upon the estate, so advanced in value that the tenants did not feel justified in asking for any further continuance of the 1885 remission; in fact, Mr. Protheroe, of Yerbaston, declined to take it. In 1891, store stock fell in value generally, and the old remissions were accordingly made from the Michaelmas rents. The depression increasing, an additional allowance of 5 per cent. was made from the Michaelmas 1892 rents, increased to 10 per cent. at Lady Day 1893. These allowances were made to all farmers. Between the year 1876 and the present time, Mr. and Mrs. Lort Phillips have expended in new buildings on the estate 13,187*l.* 5*s.* 5*d.*, and have expended, during the same period, in repairs and drainage 6,443*l.* 7*s.* 11*d.* For a few years some of the tenants paid interest at 5 per cent. upon the outlay on new buildings on their homesteads, but by the year 1885 quite half of those who had agreed to pay interest had been excused, and at the present time not more than 30*l.* per annum is received under this head. I have never distrained for arrears of rent except on one occasion, and then only at the request of the tenant, who was in difficulty through having borrowed money of a money lender. Taking the value of the

Lord *Kenyon*—continued.

estate when Mr. Lort Phillips succeeded to it in 1876 at 30 years' purchase on the then rental, the net rents received at the present time, after paying 4 per cent. interest on the expenditure on new buildings, only show a return of 2*l.* 11*s.* 6*d.* per cent., out of which all expenses of collection, repairs, &c., have to be made. Whenever any change of tenancy has taken place during my agency, I have never re-let without a valuation of Mr. Rule Owen, as my duties have been confined to the receiving of the rents of the estate and keeping it in repair. There was a reference made just now to the question of there being a difficulty in tenants coming forward to give evidence at this inquiry. Some tenants of Mr. Lort Phillips, who are present in this room, wish to present a petition to the Commission either through me or to your Lordship direct, as you may wish.

28,817. I think they had better present it through you. You may present it as rebutting evidence if you wish to?—If you please, but they wish to be called themselves.

28,818. Our rule is that we must have some sort of limit to the evidence, and therefore we have asked people to give a certain amount of notice?—I am afraid that a great many of them are not aware of your directions, and have not, therefore, sent in their names as they would have done otherwise.

Lord *Kenyon.*

I regret that extremely.

Mr. *Brynmor Jones.*

28,819. Do they desire to give evidence?—They desire to give evidence in presenting this memorial to the Commission.

28,820. It is a kind of testimonial to the landlord's character, is it?—I have not read it, but I may tell you shortly it is——

Lord *Kenyon.*

28,821. I think that all we can do is to allow you simply to say that you have received this document. We cannot receive it very well now. We may have hundreds of people willing to come forward and say the landlords are excellent; I have no doubt they will. We think the best plan for you will be to simply say you have received this document from the tenants on the estate?—If you please, but will you not hear the evidence?

28,822. We cannot take any more evidence than we have got, or we should never get through what we have to do?—I heard your Lordship say that you thought it possible to take a second inquiry.

Lord *Kenyon.*

A second court, not a second inquiry.

Mr. *Brynmor Jones.*

I perfectly agree in what the Chairman says. We will hear any witnesses who are here to-day as far as we possibly can, but those who have given notice of their intention to give evidence

Mr. *Brynmor Jones*—continued.

will have a prior right to have their evidence heard.

Lord *Kenyon.*

28,823. If you choose to say that you have received a certain memorial, as a matter of fact that will appear in your evidence?—As a matter of fact I have not seen it at all. It is brought forward by the tenantry to-day.

28,824. It shows a very nice feeling on their part, and I am glad to hear it?—Only they wish to be called by your Lordship and to be examined and asked questions, if any questions are to be asked.

28,825. We will call the gentlemen you mention at the end of the day if we have time, but there are eight witnesses who have given notice, and we are bound to take them first. Our time is but limited. We will do our best. Will you now proceed with your evidence?—Shall I read the petition now?

28,826. No, you simply make a statement that you have received that document?—I have received a memorial from the tenants on the Lawrenny estate addressed to the Royal Commissioners on Land; that is how it is headed. "We the undersigned tenants on the "Lawrenny estate hereby testify to the Royal "Land Commission," and so on. They wish to give it in writing, and also to give evidence on the subject.

28,827. You can simply state that according to your knowledge Mr. Lort Phillips and his tenantry are on the very best of terms?—Certainly. I think that is well known in the county.

28,828. I think we want nothing further than that. If there is time we will hear any of those gentlemen's evidence ourselves?—If you please, my Lord. As to the payment of rent, and how soon after it falls due is it usually paid, I say it is usually paid about five months after.

28,829. Is notice given to tenants of abatements?—Yes, when the circular is sent to them for the rent. It is generally sent about a fortnight or three weeks beforehand. I see them. It does not depend upon the circular; they know from me very well, as I am constantly with them, when the allowance will be made. In fact it is a matter of arrangement between the tenants of Mr. Lort Phillips and myself, he leaving me to arrange what is fair between them, and what will please them.

28,830. What is the average size of farms?—Between 50 and 100 acres.

28,831. You say the rates are not increased much on the Lawrenny estate?—No, because there are no school boards. I do not think there is any school board in any parish except Neyland in Llanstadwell parish.

28,832. Then we can pass on to cultivation?—It is partly grazing and partly arable. Then the answer to the question as to whether there is any scarcity of labourers, and so on, is, no. Then, to the question of to what extent waste land has been reclaimed by tenants in my district within living memory, I say, not at all.

Lord *Kenyon*—continued.

There is no ploughing up of rough land, and no draining of marshy ground.

28,833. We can pass over those questions. Then the next question is, "Has there been "any considerable change in the nature of "the agriculture pursued in your district "within the last 50 years, *e.g.*, (1) arable land "being laid down in pasture, if so, at whose "expense?"—Arable has been laid down, but not permanently, at the tenant's expense. Then, with regard to whether there has been an increase or decrease in root crops, I say there has been an increase of root crops. There has been no fallowing. Then, the next question is, "What "improvements are generally made in your "district?" The improvements are in buildings for stock, gates and posts, drainage, and manures. There are no permanent improvements by tenants.

28,834. The tenant does the haulage?—In case of new buildings and repairs the landlord supplies everything but the haulage, which is done by the tenant at the times most convenient to himself. No permanent improvement has been made by a tenant. I think I answered that before. Then I am asked whether I know of instances where either party contracts out of the operation of the Agricultural Holdings Act. It is not generally done on the Lawrenny estate.

28,835. I think we may pass over those matters that you have not much to say about. How about the custom of the country?—Hay, straw, and roots are taken at a valuation by the incoming tenant. The outgoing tenant has to sell it to him at a valuation. Permanent improvements there are none.

28,836. Have you anything to say about a tenant right?—No, I do not express any opinion.

28,837. I mean to say, do you know of any?—No, but what we have done is this. If a man is going out (which is very seldom, I do not think I could name half a dozen changes in the last 25 years), but if a man is going out, and he has somebody he would like to put in the farm, if there is no son or daughter or relation to go in (because we always like a relation to go into the farm), if he is a desirable person, we allow him to go in there, and if the incoming tenant chooses to pay the outgoing tenant something, you may call it tenant right, we have no objection whatever.

28,838. You do not inquire about it?—We never inquire.

28,839. Is there much game preserving in your district?—Very little.

28,840. If there is not much, we can pass over that. Is there any attention paid to fruit culture?—None.

28,841. Or is there any paid to horticulture?—There is nothing paid to horticulture, forestry, poultry farming, or bee-keeping. With regard to butter and cheesemaking, there has been some instruction given by the technical education committee of the Pembrokeshire County Council, and by the Bath and West of England Agricultural Butter School at Pembroke.

Lord *Kenyon*—continued.

28,842. Have they had any effect?—Oh, decidedly; a decided improvement wherever they have taken advantage of the instruction.

28,843. Is there an improvement in the price of butter?—Certainly. I can give you an instance where a farmer supplies the Inns of Court Hotel with from 50 to 100 lbs. of butter a week, entirely through the daughters attending at the Bath and West of England School at Pembroke, and they use a separator and delaiteuse, and in fact, they make it in the modern way, so that they can guarantee uniformity, which is a thing we have great difficulty in getting in this country. In regard to other agricultural subjects, lectures have been given at the Aberystwith College on soils, manures, and manuring; but I do not think they have produced much benefit.

28,844. Are the railway rates high?—Yes, very high, and the facilities for the carriage and disposal of the agricultural produce are affected most prejudicially by railway rates.

28,845. On the competing lines?—No, not on the competing lines. You see the Great Western is practically a monopoly, and they just charge whatever they like.

Mr. *Grove.*

28,846. There is a limit?—Yes, I mean practically. There is a limit under the new tariff, no doubt, but they charge us up to the limit; there is no sort of competition.

28,847. How about the butter factory at St. Clears. Is that a success?—It would be a success if the farmers could be induced to supply it with milk, but since last year, which was, as you know, a dreadful year for milk, there was great difficulty in keeping the factory supplied with milk. Previously to that they had been able to work it for the profit of the farmers who sent the milk there; it is not a shareholders' profit, but the whole of the profit is divided among the farmers who send the milk there.

28,848. The Pembroke Farmers' Club co-operate for the purpose of analysing their manures, and so on?—Yes, to that extent the Pembroke farmers do co-operate. The Pembroke Farmers' Club have manures and food stuffs analysed for the members free of charge.

28,849. That is an instance of combination?—Yes, but there is no co-operation amongst farmers for any other purpose.

Professor *Rhŷs.*

28,850. Except with regard to the butter?—That was in Carmarthenshire. That was not in Pembrokeshire.

Lord *Kenyon.*

28,851. With regard to the general condition of the farming population, and as to the freeholders?—There are very few small freeholders, and as a rule they are out at elbows.

28,852. Are there many tenant farmers who have bought either their own or other holdings for their occupation in this district?—Some

Lord *Kenyon*—continued.

farmers have purchased their holdings, but under what circumstances I am unable to say. None of these cases are on the estates I am agent for.

28,853. I suppose the children work on the farms?—On all the farms they assist, and then in return for that the parent puts them out whenever a fitting opportunity arises on other farms, or assists them to be married, and so on.

28,854. Do you know whether the children ever receive or have received wages, as wages?—I never heard of their being paid in the way of wages, but the cost of keeping a child is pretty expensive, my Lord. I have a good deal of experience in that way.

28,855. You say the wages are from 10*s.* to 12*s.* That is rather low, is it not? Is that in addition to other things?—Yes, that is without the perquisites. You see, I have put down the total estimated wages at 15*s.*, and I think that about agrees with the previous witnesses.

Mr. *Seebohm.*

28,856. Could you say what the wages are if they are lodged on the farm premises?—That, I think, you had better have from a farmer, if you would allow me to suggest that. Of course, I know by hearsay, but that is not evidence.

Lord *Kenyon.*

28,857. You say that wages, on the whole, have gone up, but at the last hiring fair the boys' wages went down?—Yes, that is so.

28,858. And the girls' wages were higher?—They were as high or higher.

28,859. Is that the wages of dairymaids or female farm servants generally?—Female farm servants generally.

28,860. Is there any scarcity of dairymaids in this district?—There are very few who call themselves specially dairymaids.

28,861. There is no cheese making?—There is a little on the Stackpole estate. Mr. Roberts, of Llyserry, makes cheese, but it is not generally done. Mr. Rees, of Kilpaison, made cheese, but Mr. Griffiths would know better on that point than I should.

28,862. The cottage accommodation you say is about the same as usual?—Yes, about the same.

28,863. And what is the standard of comfort?—In the cottages?

28,864. All through among the proprietor farmers and tenant farmers, and as to the houses and so on, I suppose the houses are better all round, are they not?—Decidedly.

28,865. The time for recreation is possibly less—is that so?—I have no experience.

28,866. What are the principal causes of depression in your opinion?—Railway rates, giving the foreigner an advantage over the home producer; the sale of foreign meat as English, and allowing beer to be brewed from other than malt and hops; and loss by cattle disease.

28,867. What do you mean by cattle disease?—There are animals that die from tuberculosis, for which they do not get any compensation. That is not within the Animals' Diseases Act, and

Lord *Kenyon*—continued.

I would venture to suggest that that should be amended so that it should be included, because I think a larger number of animals die in this district from that than they do from anthrax or pleuro-pneumonia.

28,868. Do you think that is from the dampness of the climate?—No, I cannot tell you that, but I think there is a good deal of loss from it.

Mr. *Richard Jones.*

28,869. Do you get any loss from black-leg?—I think you will hear about that from a farmer better.

Lord *Kenyon.*

28,870. Have you any cases of abortion here?—Yes, but I could not give you information on that subject from my experience. You had better ask that of a farmer. The general relations between landlord and tenant are most friendly; the tenant always tries to meet the landlord and the landlord to meet the tenant. That is my experience of them.

Mr. *Brynmor Jones.*

28,871. There are only one or two questions that occur to me. This is the form of agreement which you have put in on the white paper, which is usual, I believe you said, on the Lawrenny estate—That is so.

28,872. I do not quite like the clause about the game: "All game, wild fowl, and fish in or "upon the said lands, with liberty for the land-"lord and his friends, companions, gamekeepers, and servants at all reasonable times of the year "to hunt, shoot, fish, and sport over the said "lands." Is that clause enforced irrespective of the Ground Game Act, or do you allow the tenant to exercise the privilege of the Ground Game Act?—Yes, the tenant has the privilege of the Ground Game Act. As I say, that agreement is never really enforced. I have never had to enforce the agreement, for the best reason, that we never change.

28,873. I see some penalties are imposed for divers breaches. Are they ever enforced?—Never. They have never been in my time. You asked, I think, just now the rental of the Stackpole estate. I have no objection to give it on behalf of Mr. Lort Phillips.

28,874. That was a mistake of Mr. Mousley's. I only pointed out to him that it was no good giving the expenditure without the rental?—I thought I would give it to you.

28,875. You may give it to us if you like privately?—There is no objection to giving it now; I do not know of any reason why I should not.

Lord *Kenyon.*

28,876. Are you agent for the Stackpole estate now?—No, Mr. Mousley is.

28,877. Is it that rental which you are proposing to give us?—No, the Lawrenny estate rents. I gave you in my statement the amount expended on buildings and materials.

Mr. *Brynmor Jones.*

28,878. Mr. Mousley was quite under a misapprehension in thinking I was endeavouring to force him to give us the rental of the Stackpole estate. I was only pointing out to him that the expenditure was useless without the rental, and that many landowners had given the rental?—You said it was of no value to you without that, and I should like the statement of the amount expended on the estate to be of value to you, therefore, with your kind permission, I would state that the rental of the Lawrenny and Nash estates is as near as possible 6,000*l.* a year; that would be without the Honeyborough and Neyland estate, upon which none of that expenditure has been made.

Sir *John Llewelyn.*

28,879. I think you stated what the expenditure was?—Yes, the expenditure in permanent buildings was 13,000*l.* odd.

28,880. In how many years?—From 1876—18 years—and 6,445*l.* in repairs.

Lord *Kenyon.*

28,881. In the same length of time?—In that time, since Mr. Lort Phillips came of age.

Mr. *Brynmor Jones.*

28,882. I make that about 20 per cent.?—I daresay. I have not worked it out, but I have no doubt it is so.

28,883. It is a very large per-centage?—Yes, it is a very large per-centage, because the estate was in a very dilapidated state when he came into it. You have not asked me any question as to whether religion has any effect.

Lord *Kenyon.*

28,884. Has it any effect?—Certainly not. I wish it to be distinctly understood that Mr. Lort Phillips never thinks of such a thing, in fact it would make no difference to him whether a tenant was a Nonconformist or Churchman so long as he was a good man.

Mr. *Grove.*

28,885. Nor politics, I think?—None whatever. The point is never considered by me or by anyone else.

Mr. *Brynmor Jones.*

28,886. Are there many Nonconformists?—I happen to have taken an analysis this morning, and I find there were 46 Nonconformist farmers and 67 Churchmen.

Mr. *Griffiths*

28,887. Is there not a close time for killing rabbits on the Lawrenny estate? Are the tenants allowed freely to kill the rabbits whenever they like?—Just round Lawrenny, in Lawrenny parish, before Mr. Lort Phillips beats the covers for game, he asks the tenants not to disturb the hedges near the covers, but they are allowed to kill the rabbits, and they can have the keeper at any time to assist them.

Mr. *Griffiths*—continued.

28,888. The keeper kills them earlier, does he not?—I do not know what arrangement he makes with the tenants, but I mean to say that the rabbits are never kept by the landlord for his benefit, but entirely for the tenants, practically, because beyond the sport of killing them they have them all.

28,889. I have heard some tenants complaining that they are not allowed to kill the rabbits as early as the keeper is, and a rabbit saves bacon, and they are very anxious to have the same chance?—If any tenant were to complain to me Mr. Griffiths, you may take it from me that I am certain Mr. Lort Phillips would meet him at once, and do away with any complaint, but no such complaint has been made to me.

28,890. Then are you still of opinion that butter factories would be beneficial if they were established in different districts?—In order to get uniformity, as you know, it is almost impossible to compete with the foreigner without a factory. There is no doubt about that, and the more one thinks of it the more convinced I am that, without the factory, we cannot possibly compete with the foreigner. It is a fact that the foreign trade has been made by the factories.

28,891. Then do you think that there is no good butter made here?—I would not like to say that, because you know there is a great deal of very good butter made in this country; but there is no uniformity in it.

28,892. But will you admit that there is a good deal of bad butter made in this country?—I have seen butter that is only fit to grease the wheel of a cart.

28,893. Just one question more. Is it not the fact that you are opposed to tenants combining?—In what way.

28,894. With regard to the reduction of rent?—Certainly not.

28,895. Did you not attend here at Pembroke when the tenants approached the landlords as to having a reduction of rent?—When—how do you mean?

28,896. At a meeting here about three years ago, did you not say that you wished that none of the tenants of Lawrenny should attend?—No, certainly not. I never said that to a tenant. All I said was, "I do not think it is advisable for "you to attend any meeting which would appear "to be a combination against landlords, because "you know perfectly well that if ever you came "to your landlord he would be ready and willing "to meet you at any time."

28,897. Certainly; but was it a combination against landlords? I say it was nothing of the sort.—No. Of course you know possibly more about it than I do, because I was not at it, but it was a meeting of what you call a combination.

28,898. Did you not attend here at the meeting, where the meeting was held, to prevent the tenants on the Lawrenny estate coming forward?—I never prevented a single tenant from going there.

Mr. *Griffiths*—continued.

28,899. Did you tell any of the tenants not to go?—I certainly said I thought it would be very unwise of them to do so.

Mr. *Richard Jones.*

28,900. You say, as I understand, that the lectures given by Prosessor Parry were little availed of. Do you find that there is a keen desire among the farmers in this neighbourhood to improve their position in life?—I think there is—the natural ambition; and I think I may safely say that there is not a more intelligent body of farmers in the kingdom than there are in Pembrokeshire.

28,901. Then what is the reason that they would not avail themselves of the lectures delivered by Professor Parry?—They thought they were not practical enough. That is what they explained to me—that they could not digest, I suppose, or understand, the terms that were used by Professor Parry. I attended one or two lectures, and of course you must have a certain knowledge of chemistry before you can follow a lecturer on chemistry.

28,902. I have attended some of Professor Parry's lectures, and I thought they were very elementary, in fact, I have heard complaints in some neighbourhoods that they were too elementary?—Well, possibly that might have been another reason that they did not go.

28,903. I should think if the Pembrokeshire farmers are an intelligent lot of people they would be able to understand Professor Parry's lectures?—Well, when you get a farmer here he will possibly be able to explain to you the reason why he did not appreciate Professor Parry's lectures. I am only telling you from hearsay, which is nothing.

28,904. What sum of money does the County Council vote for agricultural and technical education?—The amount that is received in this country is mostly applied for the intermediate education scheme. A very small portion—I believe it is 200*l.*—is voted for technical and agricultural education.

28,905. And you would not consider it is well applied?—I would not say that, because we have had not only instructions in butter making, but cookery classes and other classes besides these lectures of Professor Parry's.

Mr. *Richard Jones*—continued.

28,906. Are those other classes well attended?—They are very successful indeed, and we hope to continue the courses this year. I am a member of that committee with Mr. Griffiths.

28,907. I see you say here that there is no migration of labourers now?—Of course there has been a migration of labourers to the hills—boys going up to the hills, but not the grown-up men—not men 30 and 40 years of age; they do not go up.

Professor *Rhŷs.*

28,908. I did not understand the answer with regard to the hills?—Up the Rhondda Valley, what we call going to the hills is to the Rhondda Valley, where the collieries are.

Mr. *Richard Jones.*

28,909. I thought you would be prepared to qualify that statement to a certain extent?—I may tell you that question is in the printed form; it is: "Has there been any considerable migra-" tion of farmers or labourers from your district " within the last 50 years?" The words "or labourers" I have taken out from my copy, and put underneath the answer, No, that is to say, that there has been no great migration of farmers from this country.

Lord *Kenyon.*

28,910. You did not refer to that in your evidence at all before?—No. You did not mention that, my Lord.

28,911. I have one question to ask you which is handed in by Mr. Gibbs. "Mr. Rule Owen " was spoken of in conjunction with Mr. Stokes " as an agent. If they were equal in competency " why was Mr. Rule Owen asked to value, and " not Mr. Stokes?"—Is that for me to answer?

28,912. I suppose so?—I do not see where the argument comes in.

28,913. It is not for me to point out the argument?—I do not think there is any answer necessary to a query that is put before your Lordship, unless your Lordship directs me to give an answer to it.

Lord *Kenyon.*

It is not for me to direct you to do anything

The witness withdrew.

Mr. George Williams called and examined.

Lord *Kenyon.*

28,914. Are you a tenant farmer?—Yes.

28,915. Who is your landlord?—The Earl of Cawdor.

28,916. What is the size of your holding?—253 acres.

28,917. And your rent—you need not state that if you have any objection?—It is about the same number of pounds.

28,918. What do you especially wish to draw our attention to?—I wish to say concerning the

Lord *Kenyon*—continued.

depression in agriculture, that it is impossible to pay present rents, the principal cause I believe to be foreign competition; the remedy must be one of two, either protection or substantial and permanent reductions of rents. As to the farmers, I know from personal experience that they are very industrious, economical, and capable, with, of course, some few exceptions. The state of cottages are not good, but very greatly improved of late years, a great many without any sanitary

Lord *Kenyon*—continued.

accommodation, which is a cause of great dissatisfaction to the labourer and his family. The relationship between landlord and tenant is good, no ill-will existing between them, grievances very slight, with the exception of the one great grievance, namely, failing to make enough money out of the land to meet the rent and all other expenses. The district to which my evidence applies is that contained by the six parishes, which are nearly all the property of the Right Hon. the Earl of Cawdor, of Stackpole Court, Pembrokeshire.

28,919. Have you anything further that you wish to bring before the Commission?—If you wish me to say anything before you ask me any questions, I have only to say that I have been a tenant on the estate of the Earl of Cawdor for the last 17 or 18 years, and I have been brought up on the estate, and my ancestors before me have been on the estate for 200 years, and no unpleasantness has ever taken place between us as landlord and tenant during the whole of the time to the best of my knowledge and belief, and I have to say that I have no fault to find with our landlord or with his agent at the present time, only that they have so far failed to recognise the great depression in agriculture as to give us that permanent and substantial reduction in rent which I think we need.

28,920. Have the rents varied, have they been raised?—We have just had Mr. Mousley's evidence, and he could state better than I could, perhaps, as to the dates.

28,921. 1862?—Yes, in 1862 or 1863 there was a re-valuation of the estate, and the rents were advanced considerably, some of them. Personally, I was not very much advanced, as from different circumstances our farm was always considered very high in the olden times, and, therefore, I did not get so great an advance as some others did, but we got an advance.

28,922. You have had abatements of 15 to 10 per cent.?—Yes, and Mr. Mousley stated the case exactly. I could not state it any better. The only thing that I can correct Mr. Mousley in, perhaps, knowing a little better than he does about it, is this: He says that the depression in agriculture commenced in 1885, I say that the landlords began in the year 1885 to believe that there was a little depression in agriculture. The real depression in agriculture began in 1879, and in 1879, in that one year alone, I think I could venture to say that I gave my whole labour, and the labour of my family, for nothing, and that we never made a shilling of rent during the year 1879, and we never could recover that. I have not seen a year equal to 1879 as to loss until the year 1893, so that the real depression in agriculture began in 1879.

28,923. Things got a little bit better in 1880?—Yes, we were working on the loss in 1879, and we could not recover before the other great depression in 1885.

Professor *Rhŷs*.

28,924. What is your parish?—The name is St. Twynnells.

Professor *Rhŷs*—continued.

28,925. Your farm is rather bigger than the average, is it not?—No, it is about an average farm, much smaller than some of them.

28,926. Do you know some of the smaller size? Have you any small farms from 50 to 100 acres?—Not very many in that district.

28,927. Then I do not think I shall ask you any question. I wanted to ask you something about the way in which small farmers live in your part?—I could not answer you any question as regards the living of the small farmer. I could state as to how I have lived myself, and how I have worked myself.

28,928. Would you mind doing that? I have been in the habit of asking what food people have lived on, and so on. It is a question of some interest?—If it interests the Commission, I shall be happy to state it.

28,929. This is the first day we have been in the English part of Pembrokeshire?—If it is interesting to the Commission, I would state that I went to school, to which I had to travel five miles to Pembroke, from the time I was nine years of age until I was 12. I left my school at 12 years of age, and I went home to work upon the farm, and I worked upon the farm as a farm labourer from 5 in the morning till 7 or 8, or sometimes, 9 o'clock at night, for 25 or 30 years, continually doing all kinds of farm work. The work that any man could do, I was capable of doing, and better than most, and at the end of that time, when my father retired and gave the farm into my hands, I farmed it myself. Do you wish to know how I lived during the time?

28,930. We should like to know?—During those years, if you like to know how I lived, I had breakfast of barley bread, and skim milk, with a little butter. I had dinner sometimes of rice and milk and a little bread and butter, and sometimes potatoes and bacon and cabbage. That was my living.

28,931. Any fresh meat?—Perhaps we had a little fresh meat three or four times a year, a fowl or rabbit oftener.

28,932. What did you have at the afternoon or the evening meal?—I came home from my work at 7 o'clock in the evening, and had my barley bread and butter, and a cup of tea, the bread sometimes being made of tail wheat.

28,933. And those were all the meals of the day?—Those were all the meals of the day, except, I think, a bit of bread and butter again before I went to bed at 9 o'clock at night.

28,934. How long ago was that fare usual?—That was the usual fare from the year 1852 up to 1870 about.

28,935. Is there an improvement now?—I live the same yet.

28,936. The fare is the same?—Yes; well, instead of living on barley bread now, I live on whole meal bread, and I prefer it to white.

28,937. But not any meat now?—Oh, we have fresh meat occasionally, oftener than we did. Now in fact there is a difficulty in selling beef, and I have been glad to sell a little bit where I could, and we have eaten the remainder. Certainly the living is different rather to what

Professor *Rhŷs*—continued.

it was in those days. I think my experience is pretty well the same as that of most working farmers in the neighbourhood. Of course there are some larger farmers, and where there are smaller families it is different. I was one of a large family, you see, therefore we had to work harder and live harder, and not to work, say, for wages, because we could not get wages for any work; it was plenty of hard work and very little for it.

Mr. *Grove.*

28,938. Do you know cases where the children of small farmers work away from the district, and send money home to help their parents to pay the rent?—Not much of that in our district. We have not many small farmers in our district. What I have to say about the farmers' sons in our district is that they have had to work for a great many years, and they have had nothing for it.

Mr. *Seebohm.*

28,939. Would there be a large proportion of farmers who would be in that position, and whose sons stayed on and worked with them?—A good many. Some emigrate to foreign countries, and some bring their sons up to drapery and some to ironmongery, and put them off in that way. I had a brother that was younger than myself, and he worked along with me for several years; but he saw no prospect of getting on better than myself, and although he was three years younger than me, he went off to New Zealand, and now he is worth about 10,000*l.*, and I am not able to pay the rent.

Mr. *Richard Jones.*

28,940. We may take it, Mr. Williams, that the abatements which are made at present are not sufficient to meet the necessities of the case?—They are not sufficient to meet the necessities of the case the present year, because we have had a very deplorable year, but if we could have a permanent and substantial reduction of something like 20 to 25 per cent. that would put spirit in us to go on again, and we would still work the land. But at the present time improvements are at a standstill, because we as a class of farmers know not what to do. We have tried everything, and we have failed to meet our expenses. Those who had landed property have brought that landed property to help them to pay the rents, and unfortunately I have not got anything but my two hands and my head, and perhaps my head is not so good as some others, but I can work pretty well with my hands. I have nothing to assist me but my own head and hands, and I find I am unequal to the task of making the money out of the land.

28,941. And you consider that nothing less that 20 to 25 per cent. would enable you to make the farm pay at these present prices?—I may shuffle on for a few years longer with abatements. At the present time we are at a loss of 33 per cent. The land is about two-thirds of the value now that it was 30 or 33 years ago, but still we must strive to meet the deficiency between 25 and 33 per cent. as well as we can. If we had been assisted earlier, before we sank so low, we should be able to get on now with a smaller reduction, but we have been working against wind and tide for a considerable time before we began to complain.

Mr. *Richard Jones*—continued.

28,942. Are you in a position to say whether farmers are drawing upon their capital in order to pay the rent?—I am certain about it. I have not paid my rent myself without borrowing for a great many years, and I am very sorry to say it, but I have not paid this last rent. My agent is present, and if he puts in a distress I hope I shall be able to stand it. I hope I shall not say anything to offend him, but I am in arrears of rent at the present time. I may say this, that Lord Cawdor and his agent have treated me very kindly. The real secret of it is, they have never been brought to believe the depression we are under—that is it.

28,943. Personally you have no hostile feeling towards your landlord?—Not in the slightest, and when I have finished farming under the Earl of Cawdor I hope I have finished for ever. Lord Cawdor is a perfect gentleman, and I have received great kindness from him of late—great kindness, I must say.

28,944. You say that you are not likely to obtain an improvement unless you either get protection or a substantial reduction of rents?—That is what I say—one of those two.

28,945. Do you think that you are likely to get a substantial reduction in rent without the interference of the State?—Well, I hope so; but I am speaking now for myself, and for all the tenants on Lord Cawdor's estate. I do not think there is a man on the estate that has come forward to give evidence but myself, and I have had long conversations with most of them, and some of them are of opinion that it would be better even for landlord and tenant to agree to have some place that we can refer to, something like a Land Court. I do not mean to give that as my personal opinion, because I am not very decided about that, and I should like an Act of Parliament passed at the Stackpole Court, or at the Court of Westminster, that would give me a permanent reduction of 20 per cent. or 25 per cent., so that I should be able to meet my landlord twice a year with the rent.

28,946. We will dismiss the question of a Land Court; but do you think that you are likely to get a reduction of rent without the principle of some intermediary authority?—I stand in good hopes of it. I think, seeing that our landlords have been educated so much in the way that they have this last year or so, they are improving, and I think it is quite possible that we may. I would not go in for a Land Court just yet.

28,947. You would wait a little longer?—Yes, and would try them a little bit more, but, you know, when I speak for the tenants on the Stackpole estate there are differences of opinion amongst them; but I know they all feel the depression very much, and they all to a man have got a strong opinion of their landlord, yet

Mr. *Richard Jones*—continued.

still they think that even the landlord himself would feel a certain relief in leaving that to a man or to a commission that would appoint a court to look into the estate, and to see that he is not overcharging. I do not think it is the wish of Lord Cawdor to press upon any of us.

28,948. Have you made any complaint to Lord Cawdor, or his agent, that your rent is too high?—Yes, I have, at different times.

28,949. What reply have you got?—Well, the very good promise and hope for better.

28,950. But there is an old saying that he who lives on hope will die of hunger?—Yes, but I am not free to speak very plainly on that, because I have been in correspondence with his Lordship and his agent lately, and they have been kind to me, and I hope that they will show greater kindness yet. I have applied for a reduction of 20 per cent., but I have not received it.

Sir *John Llewelyn.*

28,951. Have you had abatements?—We have had abatements very often lately. I may say we have been treated very well, because Lord Cawdor gives us 17½ per cent., and it is a considerable item out of his income.

Mr. *Richard Jones.*

28,952. Then it is not from not knowing your circumstances that Lord Cawdor does not make you a reduction?—Perhaps they put me down as a bit of a groaner or a bit of a grumbler. Perhaps they did not believe really what I said, or perhaps they did not take it in exactly, and they do not appreciate the case, very likely, as it stands. They say farmers are a lot of grumblers, and perhaps they put me down as a bigger grumbler than some men. The meetings which were held were referred to, here to-day. There were some meetings held with a view to get our rents reduced. I acted as chairman of that meeting, and I may be put down as a bigger grumbler on that account. I was not the originator of the meetings—of the association if you would call it so—it was not intended to be an association at all; it was a meeting we held to talk over our grievances, and almost at the last moment I was asked to take the chair, and I said, "Rather than the meeting "should go down for want of a chairman I will "take it," and I may have been considered a bit of a grumbler more than the others owing to that, because I took the chair at that meeting where the tenants met together. But I should say this, that at that meeting one of Lord Cawdor's tenants proposed that every one should approach his own landlord separately, and another of Lord Cawdor's tenants seconded it, but the meeting overruled us, and therefore we had to send a circular to our landlords from that meeting, which many of us considered a mistake at that time, because some of us had not approached our landlords separately and personally at that time.

28,953. What was the result of the communication of the landlords?—They gave us an abatement.

Mr. *Richard Jones*—continued.

28,954. In answer to it?—Yes, they replied to the circular—they answered our call, and they gave us an abatement—not while we acted as an association, but we went privately each one to his own landlord afterwards, when we saw that the landlords did not like to be approached in that manner; we approached them separately, and we got the abatements.

28,955. Did you specify any sum when you were making application, that, is as to abatement?—No, we did not specify any sum, to the best of my knowledge and recollection, but still we talked about 20 or 25 per cent. as what was required.

Sir *John Llewelyn.*

28,956. How long ago was that?—I think that was in the year 1889. I cannot say exactly, 1889 or 1890; I have not got the dates with me.

Lord *Kenyon.*

28,957. Was it 1891?—Yes, 1891.

Mr. *Richard Jones.*

28,958. Do you think that protection is practicable?—No, I do not think it is. That is my opinion, and that is the opinion of almost every man I have talked to on the Stackpole estate, that it is no use to talk about protection—it is gone; that is what nearly all the tenants on the estate that I have talked with say. There are several tenants of the estate present. If you would like to call anyone to corroborate any of my statements, they would be very happy to do so, but I suppose there would be no time to call any. I should like Mr. Mousley, who is present, and Lord Cawdor, to understand that it is not from any ill-feeling on my part that I come to give evidence before this Commission.

Lord *Kenyon.*

28,959–60. I am sure they will quite understand that?—Because I have been a tenant for many years, and my father before me, and I remember my father saying many years ago that the law of the land was always the law of Stackpole, and I know when the Agricultural Holdings Act passed, some landlords contracted themselves out of it, but Lord Cawdor did not, and when the Ground Game Act passed, Mr. Mousley sent us a copy of the part of the Act which affected us, and therefore this Commission being appointed by the Government, I think Lord Cawdor would be rather pleased than otherwise that one or more of his tenants should give evidence before it and speak on the subject.

Lord *Kenyon.*

I am sure he would.

Mr. *Richard Jones.*

28,961. Do the tenants avail themselves of the Ground Game Act?—Yes, we do not suffer from ground game, in consequence of that Act, except just by the covers.

Mr. *Griffiths.*

28,962. Do you think farmers are able to make as much now out of the land in pasture as when it was arable?—No, they cannot now. If sheep and cattle had continued to sell at the rate they were selling when we laid the land down to pasture we might do so, but I noticed in Mr. Mousley's evidence, that he said what we had done wrong in, as he thought, was in laying so much land down to pasture, and robbing ourselves for the time being, I believe, while this land was coming to grass.

Lord *Kenyon.*

28,963. Do you not save yourselves in labour?—I was just going to say that. Mr. Mousley will not be offended with me for saying that it was by his advice we laid the land down to grass.

Mr. *Mousley:* I should like to say that the witness has rather misunderstood me, my Lord.

Lord *Kenyon.*

We cannot receive any statements, you must put it in the form of a question, and hand it in.

Mr. *Griffiths.*

28,964. You have told us with regard to Stackpole. But is it your opinion that the landlords in general do not recognise the position of the farmers in the present depression?—Yes, that is my opinion, they do not recognise it.

28,965. Do you think they would deal more leniently towards the farmers if they really knew their position?—Yes, that is my opinion. We do not like to plead poverty if we can help it, because it tells against us in various ways.

28,966. Yes. I was going to ask you a rather delicate question, that is, have you as much capital quite now as you had at one time?—I am very sorry to say I have not.

28,967. You have sunk much of it?—I have sunk a good bit of money, and I am sorry to say I have sunk money which was made in another county and in another business.

28,968. You said just now it was difficult to sell cattle. You find a difficulty in this neighbourhood now in selling old cows and bulls, do you not, to what you formerly did?—We cannot sell them at anything like the price.

28,969. What is the reason?—I think one reason for that is that the contractors for the army are not allowed to buy anything now but what is young. They used to buy up such cattle for the army, but I suppose the soldiers have lost their teeth, and they cannot eat anything tough. They must all go in for young cattle, and the Government will not allow them to buy anything but young steers and heifers, and therefore all the cows which we have had for eight or ten years, and gone to a great expense in feeding, are left upon our hands and we must kill them and eat them at home, and sell a few of the best pieces perhaps to our neighbours, and sell them at a great sacrifice.

Mr. *Griffiths*—continued.

28,970. Is there much stock coming across from Ireland landed in this neighbourhood?—I should think there is. I do not know very much about the boat trade, but I believe a great many are brought here from Ireland.

Mr. *Brynmor Jones.*

28,971. I do not think we are going to have any labourer called to-day, Mr. Williams?—I shall be happy to answer any question about the labourers.

28,972. Do you find among the labourers any complaint about the state of the cottages?—Yes.

28,973. Is that so still?—Yes.

28,974. Do you remember what the state of the cottages was say 25 or 26 years ago?—Yes.

28,975. I notice that Mr. Mousley, for instance, the agent of the Earl of Cawdor—the gentleman who has given evidence to-day—writing at that time says: "The state of cottages throughout the "country in Pembrokeshire and Carmarthen is "most disgraceful, and the loss of the best "labour to the agricultural interest may thus be "accounted for." Do you think that is true at the present day?—It is true of a few of them, but the greater number of the cottages have been tumbled down and rebuilt and improved, and a few of the old ones left, and those old ones are in a bad state yet.

28,976. Do you find a difficulty in getting labour?—No, personally I have not found much difficulty. Sometimes it runs a little scarce in the harvest time, but as a rule I can always get men. I never fail to get men when I want them, if I can pay them.

28,977. What do you pay them generally?—I consider that what I pay my men is as good as 16*s.* a week.

28,978. What do you pay them in cash?—13*s.* in cash.

28,979. How is the other 3*s.* made up?—There is a house and a large garden rent free, the planting of 2 cwt. of potatoes, the driving of three or four loads of culm in the year, 30*s.* each at the hay-making or the harvest, plenty of straw, when I have got it, to put under their pigs, a few turnips to help them to feed their pigs, and so make manure for their garden. They cost me about 16*s.* a week, I consider.

28,980. Do they work well—have you any complaint against them?—No, I have not. Certainly labourers do not work as hard now as when I was working with them 30 years ago. They do not work so many hours, and perhaps not quite as hard.

28,981. What are the hours of a labourer who was paid in the way you describe?—My labourers come about half past 5 in the morning, and they work till 6 o'clock at night. They have half an hour for breakfast, and an hour for dinner.

28,982. Saturdays they work the same time?—Yes, they work the same time on Saturdays.

28,983. Sundays?—Sundays, during the winter time, they get several hours' work. They do an hour's work Sunday morning, and

Mr. *Brynmor Jones*—continued.

perhaps half an hour Sunday afternoon, and an hour or so Sunday night, and we give them a half sovereign extra for the winter work.

28,984. What is the size of the garden?—I cannot say exactly what the size would be. I do not hear any man complaining of the size of the garden, except that it is too large to cultivate. Most of them complain of their garden being too large, because the farmer plants in the field, and carts the potatoes home for them, and there is a good deal of labour done. But I do not think there is any labourer in Castle Martin who has complained of his garden being too small. They would like a little bit more wages if we could afford to give it to them, but I think they are quite contented otherwise.

Lord *Kenyon.*

28,985. I suppose the wages have gone up?—They have gone up considerably during the last 30 years. 33 years ago we were paying them 8*s.* to 10*s.* a week.

Lord *Kenyon*—continued.

28,986. And the price of their food has gone down?—The price of their food has gone down, so that labourers are doing much better. With regard to indoor labourers, there is a greater fluctuation, and there is more advance in the price of indoor labour—those that live indoors than those that live outdoors.

Mr. *Richard Jones.*

28,987. What do you give those that are indoors?—We give them from 10*l.* a year up to 18*l.*, and young boys 8*l.* or 9*l.*, 11*l.* or 12*l.*, 15*l.* and 18*l.*, sometimes nearly 20*l.*, and girls 10*l.* to 12*l.*, and 30 years ago we were paying boys about 7*l.* and 8*l.* a year, and girls, 3*l.* or 4*l.* We give about as much to one team's boy now as we gave to 3 boys 30 years ago.

The witness withdrew.

Mr. E. LAWS called and examined.

Witness.

I should say that my interest in Pembrokeshire land, although important to me, is really so small that I should not have come here to trouble you to-day, except that I had been asked to come, because I have worked at the history of the county, and I am supposed to know something about it, but not very much; you must not expect very great authority from me.

Lord *Kenyon.*

28,988. You are the owner of some land, and are the chairman of a charity trust in the district of Tenby?—I live at Tenby, and I am a chairman of trustees there; I have a little land, not very much there, and I have three holdings of my own of about 100 acres each. They are all freehold. My two farms were under lease for 21 years, which expired last Michaelmas. In 1892 I proposed to the tenants that they should renew their leases, and that Mr. Rule Owen, of whom you have heard before, should value the farms and fix the rents, and this was done. With regard to the Tenby Charity Trust, you have asked the question several times if land is ever put up to auction. Now we did put ours up to auction in order to be able to answer the Commissioners when they came down, and we have just gone through the flaming, fiery furnace, and we have come out like Shadrach, Meshach, and Abednego, I think.

28,989. I am very glad to hear it; what has been the result?—The result has been favourable, I think. With regard to that, we have given them back 10 per cent. We have done that this year, but they are nearly all accommodation lands.

28,990. Do you let them yearly by auction?—No. When they go in there they stay as long as ever they like, as long as they pay, and they always do pay; we have never had any trouble.

Lord *Kenyon*—continued.

28,991. It is accommodation land near Tenby?—Yes.

28,992. Perhaps that makes a difference?—It is high priced land. There is one small farm, but it is supposed to be high priced land.

28,993. What is the rent?—I will put a paper in with regard to that (*handing in a document*).

28,994. You say the smaller the owner the more he is compelled to treat the land as a matter of business. You mean, I suppose, that he has not so many resources?—He has not got the capital to fall back upon, but I think if I were a tenant farmer I should sooner be under a large estate than a small one, because a man very often buys up land, invests pretty well all he has got in it, and he has to get his living out of his tenant, and the larger man does not press so hard. I say in this part of Wales we all talk English, and that Welsh is a foreign tongue. I do not think anyone would be fool enough to catechise a solvent honest tenant about his religion or his politics.

28,995. As to the district being English, why and how has it become so, do you think?—It never was Welsh. I speak under correction; Professor Rhŷs is here, but I do not think it ever was Welsh. I think that before the Welsh had comfortably settled themselves on top of the Gael, whom they conquered, they were haycocked out of it again by the Scandinavian and the Saxon, and I do not think the Welsh made a permanent settlement there. Then Pembrokeshire was held by law as part of England, whereas Wales was in the eye of the law no part of the kingdom of England; but Pembrokeshire did not come under that *Statutum Walliæ* of Edward I. Wales was made shire-ground in 1535, 27th Henry VIII. Previously to that it was ruled over of course by the Earl of Pembroke, who was the Earl Palatine, and in fact Viceroy. Sometimes the Crown held the Earldom of Pembroke—not infrequently—there were several of the monarchs

Lord *Kenyon*—continued.

there, but when they did hold it they carried on the Pembrokeshire Palatinate distinctly from the Crown of England. There were no Crown lands in Pembrokeshire before 1535, 27th Henry VIII., because they were Earl's lands. Then with regard to the difficulty in ascertaining the value of land in old days, and at present I should state that a Pembrokeshire acre was four English acres nominally, and identical with the Welsh acre, and the customary acre of Cheshire and Staffordshire, 10,240 square yards, but the pole in Pembrokeshire varied in almost every parish, and as this was the real standard the acre actually varied from about 2¼ to 3 English statute acres. The value of land in Pembrokeshire until the middle of the 16th century was very little, about 1*s.* per statute acre, but of course the shilling represented more than it does now. The country was all unenclosed or champagne land (Owen calculated that in his day 3,000 young people over ten years of age were employed in feeding cattle), and in certain places there were common rights over it, for instance the Burgesses of the Borough of Tenby had rights of common over all the Earl's land in the borough (let or unlet) from the cutting down the corn or hay growing thereon to the 2nd of February. Inquisitions taken before Commissioners and a sworn jury respecting the Earl's rents and profits of the town, the earliest I have seen is 1473. Welsh surveys are to be found in the Record Office. Before the middle of the 16th century leases seem to have been almost unknown, the ordinary tenure was that of tenant at will, and this would not have been from any desire on the part of the owner to keep his tenants under his thumb, for Owen states "The greatest number were " tenants at will, few sought leases, for most " commonly the landlord made suit for a good " tenant to take his land, than the tenant to the " landlord, such was the scarcity of good tenants " in those days." But the tenant at will was protected to a certain extent by custom. They were not removable without two lawful warnings, one to be given on March the 24th, the other on April the 30th, then the tenant had to quit the hall-house on Midsummer day—the hall-house was the farmhouse, but the pasture was held in common by old and new tenant until Michaelmas. If the house was slated the landlord kept it in repair, if thatched the tenant. If the tenant suffered houses, hedges, or buildings to grow ruinous the landlord could swear a jury of six other tenants at will to appraise the damage, which he could then recover by distress. Whether private owners exercised this power we cannot tell; probably they did; the Earls, however, did not do so, and the result was that the houses and tenements of Tenby had become so ruinous that the Crown in 1588 leased the whole of the Crown rents to the corporation on a repairing lease for 60 years. About this time land became much more valuable in Pembrokeshire. I think the reason was that there was an immense emigration from Ireland. It was after Tyrone's rebellion. In other parishes

Lord *Kenyon*—continued.

a third were Irish, and I think that the population increased and the value of land with it. Also, I think the value of wool had a good deal to do with it. Leases began to be given and much sought for, and the evil system of fines enforced (strangely enough the tenant at will paid a heriot at death), and it is said to have cost a tenant more to get into a farm than to marry two daughters to his neighbour's sons. There were 13 lordships in the county in which Court Barons were held every fortnight, in which any controversy as to land was settled. Court Leets twice a year were held for the punishment of crimes. So that there was, apparently, a good deal more litigation about land than there was about criminal matters. Of these 13 lordships in which Court Barons were held I believe but four remain, Lamphey, Manorbier, Penally, and St. Florence. The three latter are derived from feudatories of the Earl; the former from the bishop, who being independent had the powers of the feudal chief. Lamphey is therefore a stronger manor, having rights of free warren, jetsam, flotsam, and so on.

Lord *Kenyon.*

28,996. Have you anything more that you wish to say in your general evidence? You have something to say with regard to reductions, I think. You say one is 26 per cent.?—Yes, but then that, I should tell you, is under a lease of 21 years ago, and I let the farm myself. I was younger then than I am now, and I thought I had done a very good thing, but we never got it—it was never done.

28,997. It has practically come back to what it was before, has it?—Yes, or rather Mr. Rule Owen's valuation comes very much to what I was getting. I think the tithes are a little different, but they are very much the same as they were before. I have not found that tenants want to have leases. My tenants did not at all want to have leases. I paid for the leases, but they would not have them, I think. They wish to be in a position to leave a sinking ship, I think, and besides that the expense of a lease is a consideration to them. I pay for my own leases. In the country I know we have not got any timber. I have got quarries, and of course the land that was taken for the quarries the tenant received compensation for. Arbitration certainly is used occasionally for adjusting rents, as you have heard to-day. There have been permanent reductions, I think, and temporary reductions. I do not think there is anything more upon those general matters that is important. I may say one thing, that although I am not very much interested in land in Pembrokeshire, I am considerably interested in it in England; I look after two large properties for a relation of mine, one in Gloucestershire, and the other in Somersetshire, and my impression is that the Somersetshire farmer—hard up as the Pembrokeshire man is—the Somersetshire cheese-making man is harder up perhaps than the Pembrokeshire farmer.

Lord *Kenyon*—continued.

28,998. Do you see any difference in tenure in land in England and Wales?—Not the smallest, not the very smallest difference in any way, and you could not tell one from the other, I do not believe, line from line and letter from letter.

28,999. You say you have been a magistrate for 20 years?—Yes.

29,000. Have you anything to say about offences against the game laws?—Yes, I think there is something. In the neighbourhood of Tenby there is no game preserving, or hardly anything worth mentioning. In my district the tenants all avail themselves of the Ground Game Act, and take an exceedingly liberal view of their powers under that Act. I have sat on the bench for about 20 years, and I have not had more than six cases of game preserving brought before me, and those were nearly all about rabbits, mostly brought by the tenants to punish men who were selling their rabbits.

Mr. *Brynmor Jones.*

29,001. There is a considerable portion of Pembrokeshire in which the Welsh language is spoken, is there not?—But it has never been under Welsh custom; it was all held under the Earldom or under the Lord of Kemmeys. The Earl claimed over the Lordship of Kemmeys.

29,002. Can you tell me whereabouts the boundary is between the two? Could you roughly give the parishes, the chief places?—I will show you on a map. If you have a map you may take a line from Amroth and draw it out at Newgale, and I think that that would as nearly as possible give you the definition.

29,003. You mean St. Bride's Bay?—Yes.

29,004. Amroth is just about a mile or two from the Carmarthenshire boundary?—Yes. Well, you may take the Carmarthenshire boundary there, I think, almost.

29,005. You say if you carry a line from Amroth to Newgale and St. Bride's Bay you get at it?—You roughly get at it, but the line is very hard and fast if you follow it.

29,006. I know, but north of that line the probability is that inhabitants of the villages speak Welsh habitually, and south of that line they speak English habitually?—Yes, that is it.

29,007. How do you account for the Welsh population in the northern part in reference to your historical evidence? I mean you are the author of a well-known book, are you not?—Well, I do not know that it is very well known.

29,008. At any rate, I have read it or the greater part of it. I do not remember whether you give an account of how the northern part became Welsh?—I think the Welsh did take that and hold it, that the Norman overran them, but I do not think the Scandinavian had touched them there; he had not got so far from the seaboard.

29,009. In the customs of the manors you find nothing to distinguish them from the customs of the ordinary English manor?—No.

29,010. So far as you know there are no traces of an older Welsh tenure?—No, I think not.

Mr. *Brynmor Jones*—continued.

29,011. We have had some evidence in Glamorganshire, particularly with regard to the case of Coity Wallia and Coity Anglia, in which one manor had got apparently what might be called English manorial customs and the other different customs which were supposed to refer to an older Welsh tenure?—I do not think that is so here.

29,012. You have found no evidence of that?—No, not the slightest.

Mr. *Griffiths.*

29,013. With regard to the Welsh names you mentioned, how do you account for such a name as Pwllcrochan?—They were here for about 300 years; the Welsh were supreme here for about 300 years.

29,014. For 300 years before you mean?—Yes, and that one has remained in use.

Mr. *Brynmor Jones.*

29,015. By here you mean in the other part?—Yes; you must not understand me to say they were not ever lords of the south, but they were here for a short time, there is no question about that.

29,016. You spoke of enclosures of open field farms. Can you say when the enclosures took place, roughly?—Yes, I think so. I should say about the time that the land became more valuable that I was talking about. That is the beginning of the 17th century. In Speed's map there are no enclosures and no roads, but in the later maps you begin to see enclosures.

29,017. There is nothing of it going on now, I suppose?—Oh, no. Of course, Precelly mountain is unenclosed.

29,018. You spoke of the Saxons and the Normans, but you did not mention the Flemings?—I think the Fleming is a fraud myself. I think the Fleming was simply a man-at-arms who fought in Stephen's wars particularly; they were wandering about pretty well as banditti. Henry II. wanted to get rid of them, and sent them down into Wales in hopes that they would first kill a Welshman and then get killed themselves. But I do not think that they came more from Flanders than from Brabant and from France and Germany or anywhere else; I mean they were simply foreigners. I think they brought no women with them, and so they died out. I do not think they are so very much marked. One fancies one sees a little of it.

Professor *Rhŷs.*

29,019. From what part of England would you say the English language was brought into the district?—Somerset.

29,020. Somersetshire?—Yes.

29,021. And Gower would be much the same, would it?—Yes, I should think it would be the same.

29,022. You have alluded to George Owen's account of the whole district, or a great part of it, being so thickly overrun by the Irish after Tyrone's rebellion. Did those people remain?—I think so.

Professor *Rhŷs*—continued.

29,023. So that the present population of the English part of Pembrokeshire would be largely Irish?—Ah, but I do not think the Irish you are talking about were Gaels. I think they were people who had gone over from Wales into Ireland and then come back again, because, if you remember, he says that all of them could speak English after a fashion of their own, which I suppose meant a strong brogue, but he especially mentions that they could speak English.

29,024. But he alludes to their *tutoyer*, which is a habit in Irish, which they had probably transferred to English?—Yes.

29,025. But that would scarcely make them of English descent, would it. It would make them Welsh I should think?—I think it was the Welsh of the Geraldines who came from this country. As you know all the Geraldines went from Pembrokeshire into Ireland, and I think it was a return wave.

Mr. *Brynmor Jones.*

29,026. There was one remark you made which I do not think you really meant. You said that Wales only became shire land in 1535, that is under the statute of Henry VIII.?—Yes.

29,027. You meant to limit that to Pembrokeshire, did you not, because you remember that the counties are constituted by the statutes of Rhuddlan—some of the counties, not the whole of them?—I was quoting George Owen then. He calls them shire land, but I suppose by that he means that they were then put on a footing with all the other English shires.

29,028. Yes, except for the purposes of the jurisdiction of the Queen's Bench and the Common Pleas?—Yes.

29,029. But as I understand it Pembrokeshire was a County Palatine, was it not?—Yes.

Mr. *Brynmor Jones*—continued.

29,030. That was the legal position?—Yes.

29,031. Then some other counties were constituted counties by the statutes of Rhuddlan?—Yes.

29,032. Some portion of what is now Wales and Monmouthshire was not shire land at all, and that afterwards became shire land by the legislation of Henry. That is how I understand it. Do you agree with that?—Yes, I think so.

Sir *John Llewelyn.*

29,033. Coming back from history to the present time, you are one of the trustees of the Tenby Charities?—Yes.

29,034. There are eight altogether I think. Are the whole of these different portions of property let by auction?—Yes.

29,035. The whole of them?—Yes.

29,036. There are some 30 tenants, I think, here?—Yes.

29,037. And the properties are all let by auction?—Yes.

29,038. Do you consider that it works well?—Very.

29,039. I suppose it is all accommodation land?—Well, there is one farm—a farm at Carswell.

29,040. What is the acreage of that farm?—It is not a large farm.

29,041. Is that near Tenby?—Yes.

29,042. Do you look upon that as accommodation land?—Yes, I do, because it cuts in and out of other lands.

29,043. It is all more or less accommodation land. You would hardly recommend, I suppose, the system of letting anywhere by auction land that was not accommodation land?—Oh, no, I simply mentioned it, because the question had been asked to-day if anyone ever let their land by auction. I think that is the only case in the county in which it is done.

The witness withdrew.

Mr. Thomas Ormond called and examined.

Lord *Kenyon.*

29,044. Are you a landowner or a tenant farmer, and where do you live?—A tenant farmer, and I live at Williamston, Carew.

29,045. What is the size of your holding?—200 acres.

29,046. Under whom?—Under the Honourable Arthur Trollope.

29,047. What is the rent?—1*l.* an acre.

29,048. You have heard what the previous witnesses have said. What is your opinion as to the present state of things? Have you any statement you wish to make?—I have not a statement, but I will answer any questions.

29,049. Do you think that rents can be paid as they are now?—No, I am sure not.

29,050. In your opinion they must be reduced?—Yes, or something else in its place.

29,051. What remedies do you suggest?—Well, I have no remedy except some kind of protection I think in some way.

Lord *Kenyon*—continued.

29,052. You think the foreigner unfairly competes with you?—Yes.

29,053. Do you think that the landlords and tenants in this neighbourhood are on good terms?—Yes.

29,054. The best?—The best of terms.

29,055. Do you think the landlords have endeavoured to meet the depression?—Yes.

29,056. By giving abatements?—They have.

29,057. But not by giving permanent reductions?—I have not heard of permanent reductions.

29,058. Are you acquainted with the Agricultural Holdings Act?—No, I cannot say that I am.

29,059. Do you think it is of any use?—I do not know much of it.

29,060. Do you think any Act could be of any use. Do you think an Act of Parliament

Lord *Kenyon*—continued.

could do you any good?—Well, as regards improvements on a farmer leaving his farm, something could be done towards him being paid for improvements.

29,061. He can under certain conditions according to the Act now; certain improvements are always paid for?—Yes.

29,062. Does religion or politics enter into consideration?—No, not that I am aware of.

29,063. It makes no difference?—I never heard of any.

29,064. Are you in favour of a Land Court?—No, I am not.

29,065. Why not?—I think it is both unfair towards tenant and landlord.

29,066. Do you think that they get on better with each other, meeting together?—Yes, I do.

29,067. Without outside interference, is that what you mean?—Yes.

29,068. I do not want to put words into your mouth; kindly speak up for yourself. The first witness to-day said that some of the farmers did not come forward; he would not give his reasons, but I take it he meant because they were afraid of what the consequences might be. Do you think there is any reason to think that?—No, I do not, certainly. They all come forward and say they cannot pay their way now, any way.

29,069. But do you think he had any ground for saying that landlords had been extra kind to their tenants this year, because of the Commission coming here?—I do not know; we have been treated the same these last eight years.

29,070. The same for eight years, and no difference has been made this year?—Not a bit.

29,071. I think he used the expression "a mother giving a bit of sweetstuff to the children"?—I heard that.

29,072. Nothing of that sort?—No.

Mr. *Grove.*

29,073. You say you think a Land Court would be no good?—Yes, I do not agree with it. I do not see any good in it.

29,074. But there are two sorts of landlords in some parts—they may not exist in Pembrokeshise—that is, good landlords and bad landlords; you admit that, I suppose?—Yes, I admit that.

29,075. How would you deal with a bad landlord, unless you had a Land Court or some process of that sort?—Well, I do not know. I have not had experience of a bad landlord. I have only known a good landlord, and do not know what a bad landlord may be.

29,076. Then you do not want to go into the realms of speculation?—No.

29,077. I think I gathered you have had no difference in the last eight years in your treatment?—Not a bit.

Mr. *Richard Jones.*

29,078. You say that you think we should have protection as a remedy?—Yes.

29,079. Do you think it is likely that we shall have protection?—I cannot say, I am sure, as to that; I am afraid not: but it ought to come.

Mr. *Richard Jones*—continued.

29,080. What would be the effect of protection on the labourer?—I think it would be better for the labourer.

29,081. How?—Because we could afford to give him more wages, and should have a better price for produce. A penny in the pound is a lot to us, and 2*s.* a week would be very well for the labourer to meet it.

29,082. What is the position of the labourer now, is it good?—Better than that of the farmer.

29,083. I suppose you have read a little of history. What was the condition of the labourer before the year 1846—before the repeal of the Corn Laws?—I cannot say, I am sure, what it was. Of course it had not been so good as it is now, I know.

29,084. But you think the condition of the labourers has never been so good as it is now?—Yes, certainly I think that.

29,085. Is that in consequence of free trade?—No, I do not think so.

29,086. Then what is it?—I do not know, I am sure—well, it is owing to the cheapness of our produce, of course, in one way, but his wages would be higher; we want to give our labourers the same wages as any other skilled labourer or dockyarder, but we cannot afford to do it as times now are.

29,087. Then you admit that it is owing to the cheapness of produce that his position is so good?—No, I would not admit that at all, because it is owing to that that the other labourers are so good, but the farm labourer is not quite so good as other labourers I do not consider.

29,088. You say that a Land Court would be unfair to a tenant?—Yes, I do.

29,089. How would it be unfair to a tenant?—Because if one tenant overran his farm, and could not pay his rent, he would go to the Land Court to get his rent reduced; an old tenant that had improved his farm, and who had got an interfering landlord, the landlord might say, "You are not paying enough rent," and he would get the farm valued on the tenants' improvements.

29,090. But the Land Court, I take it, would have competent valuers who would know whether a piece of ground was outrun or whether it was improved?—I do not know about that. With an old tenant they would not know what the farm was before.

29,091. But I take it if there was such a thing as a Land Court there would be local valuers who would be acquainted with the district?—Yes, but they would not be acquainted with all the farms.

29,092. You say that the reductions are not greater this last year than in previous years?—Not as far as I know: I do not know what it may be with others, but not with myself.

29,093. What reductions have you had in past years?—10 per cent.

Mr. *Richard Jones*—continued.

29,094. What had you this last year?—10 per cent.

29,095. 10 per cent. all along?—10 per cent. all along.

Mr. *Griffiths.*

29,096. Are the abatements made by the landlords in general sufficient to meet the present depression?—No, not at present.

29,097. Is it your opinion that a tenant on leaving a farm should be paid for all his permanent improvements?—Paid for permanent improvements.

29,098. In which way would you recommend a tenant to get redress when his landlord says that his rent is low enough and the tenant says he cannot pay it?—That is a difficult question to answer. I am sure I do not know.

29,099. Would it not be well to have some place to appeal to?—I do not know that. As to my landlord, at any rate I am not afraid to go to him and say——

29,100. Quite so with your landlord, of course, but there are other landlords that are rather different to yours, I think?—Well, I think they must speak for themselves. I cannot say, I am sure.

Mr. *Griffiths*—continued.

29,101. Do you know of any farms being unlet in this neighbourhood now because they cannot get sufficient reductions of rents?—No, I do not.

29,102. Tenants would not take them because the rent is too high?—Yes, I do.

29,103. Can you name any?—I do not know, without you mean Lumphey.

29,104. What is the reason those farms are not let?—I cannot say, I am sure.

29,105. It seems rather strange to see so many farms unlet and so many applicants for farms?—It is not the case with the landlords that I know of, because there are generally about 20 people after a farm as soon as one gives notice.

29,106. What is the reason that it is not the case here?—I do not know, I am sure; he cannot be a very good landlord I should say.

Lord *Kenyon.*

29,107. Do you think a Land Court would make a good landlord out of a bad one?—No, I do not believe in a Land Court at all.

29,108. And there is the risk that it might make a bad landlord out of a good one. Is that it?—Yes.

The witness withdrew.

Major WYNNE called and examined.

Lord *Kenyon.*

29,109. You are agent to the Orielton estate?—Yes, Colonel Morgan Saurin's estate.

29,110. You have qualified under Professor Curtis, of Downton College, Salisbury?—Yes.

29,111. So I presume you passed an examination?—I can show you my certificate. I have got the original here. I also studied under an architect (*handing in two certificates of proficiency*).

29,112. You think you might fairly describe yourself as an agent who has learnt his trade?—I think so.

29,113. You wish to give evidence with regard to the Orielton estate?—Yes.

29,114. 3,200 acres?—About 3,200 acres.

29,115. Have changes of tenancy become more frequent?—No, I cannot say they have.

29,116. Have you any leases?—We have three still running and one about to expire, four you may say.

29,117. Will either of those be renewed, do you suppose?—No, there is no desire, the tenants do not wish to have them renewed I have heard.

29,118. Do you treat your leaseholders and yearly tenants the same?—Precisely the same. We did not at first, but now we do.

29,119. You have several forms of agreement, you say. Can you show us any of them?—I can show you one that we adopt now. I have had the form printed, but I wish to state that that is subject to alteration; I alter every clause in it to suit the holding under any agreement.

Lord *Kenyon*—continued.

29,120. Have you any schedule in that?—Yes, there is a place for the schedule.

29,121. You allow your tenants a free hand as to cultivation and sale of produce, do you?—Quite free, never interfere with them at all.

29,122. Are there any penalising clauses in this?—There are some, but they are never enforced.

29,123. They are kept in case of bad tenants?—Kept just to fall back upon, but we never enforce them.

29,124. Are there any services required?—Nothing, except a little covenant about a couple of loads of straw, which we take if we can get. If the tenant does not choose to send it we do without it.

29,125. The tenant has got to supply the straw?—To supply a load or two of straw if he has it. If not, we go without.

29,126. I have never come across it before in Wales. Is that a common custom in this country?—No, I do not think it is, but it has been a custom on this estate for a very long time.

29,127. You always give a copy of the agreement?—Always.

29,128. The rent roll amounts to 3,049*l.* 19*s.* 11*d.*?—That is so.

29,129. Including cottages and small holdings, and cottages occupied by men employed in Her Majesty's dockyard?—Yes.

29,130. Are those the people the first witness referred to?—I fancy that is what he referred

Lord *Kenyon*—continued.

to, these men that come over to us from the dockyard and take small places and houses.

29,131. What would his objection be to that?—Oh, none whatever. Some of them have been brought up on farms.

29,132. He says they pay too much rent, is that so?—Oh no, they do not pay a bit more, not above the average of other tenants

29,133. How is the rent decided?—By agreement generally between the tenant and myself, and with reference to the landlord.

29,134. Have the rents been raised?—No, not at all.

29,135. Have you given any permanent reductions?—Yes.

29,136. Have you a table of them?—I cannot give it you. I can give you the lump sum of the permanent reductions, but I would rather not specify the particular abatements. The permanent reductions amount to about 224*l.*

29,137. That is within the last 10 years?—Since I became the agent.

Mr. *Seebohm.*

29,138. Per annum?—Per annum.

Lord *Kenyon.*

29,139. Have many of them been made recently?—Some of them recently.

29,140. Reduction of rent is made on representation of tenants to landlord through agent?—Yes.

29,141. What is the average size of the farms?—The average size of farms, excluding small holdings, is about 100 acres, that is, taking the agricultural farms, excluding dockyard men's small holdings.

29,142. You say, "No consolidation; the opposite policy pursued of late years." That means trying to subdivide farms?—Trying to subdivide them as much as we can, but the great difficulty is the buildings.

29,143. It entails a lot of building?—Yes, our policy is in favour of subdividing if we can work the buildings in.

29,144. Have you prepared any schedule to show what you have expended on buildings?—I tried to do that, but found it very difficult, owing to the way we work the improvements and the way the estate management is carried on. It is carried on with a staff of men who are working a certain time on the estate and a certain time on Colonel Saurin's house, so that it is difficult to divide their time, but I find the money spent on the estate averages about 800*l.* or 1,000*l.* a year, as near as I can gather. That is pretty nearly correct.

29,145. That is on buildings and improvements; not on keeping up the estate?—On keeping up the estate buildings and everything.

29,146. But it would not include keepers or gardeners?—No, excluding that; entirely on the farms of Colonel Saurin.

29,147. You say the cultivation is not good, as a rule?—Latterly it has not been so good as it might be on some farms.

Lord *Kenyon*—continued.

29,148. Is that from want of labour?—From want of labour entirely, and nothing else.

29,149. Have any applications been made for improvements?—No, I cannot say there have. There are some few. We always carry out what improvements are asked for as soon as we can, as soon as we can get the men available to go on the job.

29,150. What is the custom of the country?—As to what?

29,151. As to the outgoing and incoming tenant?—The custom on the different farms varies a good deal, but I may say, as a rule, that if the tenant comes in and the outgoing tenant goes out, whatever he has been allowed for on coming in is allowed for on his going out.

29,152. Do they make use of this Act ever?—No, it is a dead letter, except with regard to that one clause. I ask a tenant if he will prefer to have six months' notice or 12 months; I give him his choice. Then they hesitate; sometimes the tenant will take six months, sometimes 12; but they do not seem to care much.

29,153. Do you think any amendment of this Act might be of value?—No, I do not think so.

29,154. It would not be of any use in this district, you think?—No, not the least, not a bit.

29,155. Do you know of any cases of inadequate compensation being given?—None whatever.

29,156. You think there is no hardship as to that?—No, I never heard of any.

29,157. Is there any such thing as tenant right?—No, we are against that; we do not allow it at all.

29,158. You think it would be an evil custom?—Yes, it would lead to complication.

29,159. How about the game?—We preserve the game at Orielton, but I never heard any complaints about it. The tenants have the rabbits, and they know that, and they avail themselves of the Act to the full.

29,160. Does it promote friendly feeling or otherwise?—Oh, most friendly feeling.

29,161. We have heard a good deal about agricultural education; I need not ask you about that. Then as to railway rates, are they high?—Very high. I consider them very high; the farmers complain a good deal about it.

29,162. Are cottages improved?—Cottages have improved beyond anything in my time We have spent a lot of money on them, and every cottage we take in hand we improve as much as it is possible to improve it.

29,163. Mr. Gibbs told us this morning that he thought a cottage could be built for 50*l.*; do you agree with that?—No, it could not be built for anything like that.

29,164. Would you say 120*l.*?—120*l.* or 130*l.*

Professor *Rhŷs.*

29,165. What would the rent be then?—The rent would be about 4*l.*; 4*l.* to 4*l.* 10*s.*

Lord *Kenyon.*

29,166. Do you consider that a profitable investment for money in building cottages?—No, it is not an investment at all. They are necessary to a farm, the same as when you build a shed for your cart you cannot expect your cart to pay for the shed. They are necessary for the men who work on the farm to live in. We do not look upon them as an investment at all.

29,167. When do you think the depression began?—Well, I believe about 1879. That was the first bad year, and since then it has been going on.

29,168. What do you suggest as the remedy?—There is only one remedy, and that is a measure of protection and an import duty on everything we grow ourselves, all home produce. I should let everything we do not grow ourselves come in free.

29,169. Would you tax corn?—Yes, I would put a small tax on corn.

Mr. *Griffiths.*

29,170. Are you not also agent of the Bush estate?—I am.

29,171. How is it you do not include that in your evidence?—Well, I have no authority from my landlord to give evidence, no instructions from him whatever.

Lord *Kenyon.*

29,172. That is, Sir Thomas Meyrick?—Yes.

Mr. *Griffiths.*

29,173. How do you justify the land not being cultivated properly—is it for want of labour?—It is for want of labour that the land is not thoroughly cultivated.

29,174. But are you justified in allowing it to get back in that way?—It is not so bad as all that. Unless things go very bad we do not interfere with tenants, we leave them alone; as long as they do their best and that, we do not interfere.

29,175. Do any labourers on the estate keep cows?—Yes.

29,176. How do you find them doing?—Very well indeed, the few who have cows.

29,177. Rather better than those who have not?—Well, I do not see any difference. Very few of them have cows.

Mr. *Richard Jones.*

29,178. Is this clause in the agreement in force, "The tenant shall not, under any circum-"stances, mow any of the meadow or pasture "land for hay more than once in any one "year'?—No. Well, it is not looked after; it is not done; it is not enforced rigidly. Nothing in that is enforced rigidly or strictly.

29,179. Is it not enforced because the clauses are complied with by the tenant. Is that so?—Well, it has never been done; and if it is done and I ask, I find the land has been dressed, or there is some good reason for it, and I say no more about it. They are very good farmers; they farm up to the best of their ability. There is no bad farming.

Mr. *Richard Jones*—continued.

29,180. Last summer were there any second crops of clover, for instance, mown?—No, I do not know of any.

29,181. Was it because of this clause in the agreement, do you think?—No, no such thing. I am certain it was not anything of the sort. They had none to mow. That was the reason. It did not grow.

29,182. I think you said there was free sale of produce, did you not?—Yes, I did; pretty well free sale of produce.

29,183. That is not according to the agreement?—I know; but as I said before, we do not bind them strictly to that agreement.

29,184. And the same thing applies to that clause where the tenant is supposed to bring two loads of straw?—Yes.

29,185. Have you had any complaints about that clause?—No, none at all, not a bit; they are only too delighted if they have the straw to give it to the landlord; in fact, they have given me a load of straw without asking or anything else for it, when they have had a lot of it.

Mr. *Griffiths.*

29,186. Not this year?—No, we have not had a handful this year.

Mr. *Grove.*

29,187. You say that railway rates are rather high. Are they higher than they were two years ago? Have there been any advances since this recent legislation?—I am not quite certain about that; I cannot answer that very clearly, because I do not send away much stuff myself, but I know from the farmers that they complain of their railway rates, and say they would very gladly send their cattle to Swansea and Newport markets only that the railway rates take the gilt off the gingerbread.

29,188. But what I wanted to know rather was the effect of the recent legislation, whether the railway companies are now charging up to their full maximum. That you cannot tell me?—No, I really cannot tell you.

Lord *Kenyon.*

29,189. Mr. Gibbs has handed me a question, "Did Major Wynne sell me three cattle two "years old for 7*l.* 10*s.* at 2*l.* 10*s.* each?"—I believe I did; not two years old, oh no. I recollect that transaction; it was some years ago; they were little better than calves.

29,190. "Does he consider such a fact "points to his knowledge of rearing stock "or giving them the comfort and attention "they would have received from a practical "man without a diploma?"—Oh, that is too sharp! The fact of the matter is this. I had over-reared myself, and I was overstocked, and these things I had on my hands; they were worth nothing to me. I sent them to the fair, and I told my man, "Do not bring those things back again." Mr. Gibbs came across them I heard afterwards (I was not at the fair) and

Lord *Kenyon*—continued.

bought them. I said, "Take anything you can "get for them; I am overstocked and cannot "use them." They were poor things, not very much good.

29,191. I suppose an agriculturist, with or without a diploma, will rear some bad stock?—Oh, yes.

29,192. "Does Major Wynne's diploma speak "as to proficiency as an agriculturist?" That, I think, you can answer from your diploma?—I do a little farming myself, and I am very fond of it. I have gone into it and have been very fond of it all my life. Mr. Gibbs can see this diploma if he likes.

29,193. Perhaps you will satisfy Mr. Gibbs afterwards as to that?—He and I will not differ about most things.

The witness withdrew.

Mr. Sackville H. Owen called and examined.

Lord *Kenyon.*

29,194. You are a solicitor and county councillor?—Yes, my Lord.

29,195. You have owned and farmed land for 35 years. You are agent to Sir Charles and Lady Philipps, of Picton Castle?—Yes.

29,196. An estate of 25,000 acres, is that so?—No, 22,500 acres.

29,197. You wish to speak as to that estate in particular?—I do.

29,198. Have you anything to say with regard to fines in connexion with copyholds?—The fines for copyholds are 5 per cent. on alienation and on death they are very small.

Mr. *Grove.*

29,199. Five per cent. on what—on the rent?—Five per cent. on the purchase money.

Lord *Kenyon.*

29,200. Are you trying to extinguish copyholds?—No, but every facility is given for enfranchisements.

29,201. Do you think tenants feel more secure on a large estate or on a small one?—Oh, on a large one, certainly.

29,202. Language, creed, and politics, we have heard often enough, are not taken into account?—Quite so.

29,203. Two-thirds of the tenants are Nonconformists, are they?—Well, a great many. I should think I might put it at about two-thirds.

29,204. Changes of tenancy are not more frequent?—No.

29,205. Have you had many demands this time for a reduction of rents?—No, very few, a few old leases unexpired.

29,206. Have you got a copy of your agreement?—I have (*producing same*).

29,207. Have you any leases?—Very few.

29,208. Any applications for leases?—None.

29,209. And the tenants have the opportunity of considering the agreements before they sign them have they?—Always, and they take them home if they wish to.

29,210. You say rents vary considerably?—Rents vary considerably.

29,211. What is the average rent?—The rents of smaller tenantry are higher per acre. Uplands vary from a few shillings to 15*s.* per acre. Lowlands from 10*s.* to 30*s.* per acre. The estate is 22,500 acres, and the rental is 21,500*l.* I have not averaged it; lands vary very much. There

Lord *Kenyon*—continued.

are a considerable number of ground rents to be taken out of that.

29,212. Town property?—Yes.

29,213. Land is not let to the highest bidder of course, is it?—Never.

29,214. Has there been any revaluation?—Not within memory of anybody living; we do not know when there was one.

29,215. Have you had any permanent reduction?—10 per cent. generally, in some cases 15 or 20.

29,216. That is abatements?—Yes.

29,217. Any permanent reductions?—A few, not general.

29,218. Will you state them?—No, I cannot. There are a few permanent reductions, a dozen cases, perhaps.

29,219. How long has this temporary abatement been going on?—For the last 10 or 12 years.

29,220. What is your opinion as to the preferential claim for rent?—I think it enables the landlord to give more credit often to the tenants, and the tenants are kept on.

29,221. You think it is a benefit to the tenants?—I think so.

29,222. What is the size of the farms?—They vary from 50 up to 300 acres.

29,223. Who are the most successful, the large farmers or the small ones?—In these bad times the small ones I think.

29,224. You say sub-letting by tenants is considerable?—Yes.

29,225. Do you allow that in your agreements?—We do not prevent it.

29,226. What do you mean by sub-letting?—The tenants on large farms under-let, perhaps 10 acres, sometimes 10 or 15 acres, or 25 acres—let it to some of the labourers or some people in the neighbourhood.

29,227. At the same rent?—Oh no, they get more rent per acre by it; they make money out of it.

29,228. Do you think that is a good practice?—Well, we never prevent it.

29,229. Do you "wink at it," if I may say so, or do you take no notice of it?—We never object to it, we never take any notice of it.

29,230. Is land reclaimed by the tenants at all?—I think there is very little.

29,231. Is labour scarce?—Scarcer than in former years.

Lord *Kenyon*—continued.

29,232. Do you think there is any land that might be improved?—Yes, by better farming.

29,233. Do you think the attempts to educate the farmers have been successful—the lectures and so on?—The education of the farmers has only been going on under the County Council in recent years. The attendance of the tenant farmers at the lectures has not been very successful, they have not been very well attended, rather a failure.

29,234. Do you think it is the method of teaching?—Well, they do not seem to take as much interest as I think they ought to. I do not know as to the method of teaching. I have heard it found fault with, but I have had no experience, and therefore cannot give you an opinion.

29,235. The landlord does all the buildings, I suppose?—Yes.

29,236. Supplies the pipes for drainage and gates?—Yes.

29,237. Do the tenants do the haulage?—They used to do the haulage, but latterly we have paid for everything except in a very few cases.

29,238. There is no contracting out of the Act, I suppose?—No, except as to section 33.

29,239. Do the tenants ever make application for consent to improvements?—Never; I have never known an instance. The Agricultural Act has been a complete dead letter so far as this district is concerned.

29,240. Compensation for improvements is generally arranged between the agent and the tenant, you say?—Yes.

29,241. Not by means of the Act?—No, certainly not.

29,242. Is there any clause in the agreement as to that?—No.

29,243. What about game preserving?—There is no game preserving or very little except on the home estate at Picton.

29,244. What about offences against the game laws?—In my district, where you are going to-morrow, I ascertained that there had been one case a year, I think, on an average of nine or ten years. Game offences average about 1 per cent.

29,245. You will be at Narberth to-morrow?—Yes.

29,246 And if the Commissioners wish to ask you any questions to-morrow you would not mind being recalled?—Not at all.

29,247. Are the railway rates high?—I hear they are very high. I have no personal experience.

29,248. You say fruit, horticulture, and forestry are neglected. Do you think any profit might be made out of them?—I do not think so.

29,249. Then as to poultry keeping, could any profit be made out of that?—It might be, but it is very little adopted here.

29,250. Are benefit societies used by the agricultural labourers?—Yes.

29,251. Are those benefit societies, as a rule, sound?—I think they are—the ones we have in this county.

Lord *Kenyon*—continued.

29,252. Have there been any cases of failure?—No, not to my knowledge; they are all on a very small scale, small benefit clubs.

29,253. I have known several cases of benefit societies failing, and great grief being caused thereby?—Quite so.

29,254. Freeholders, you say, are numerous?—Small freeholders.

29,255. Do you think they are better off than tenant farmers?—No, I do not think so.

29,256. They borrow two-thirds, you say, of the purchase money?—That is in cases where they do purchase. There has been some property sold in the other parts of the county where the tenants have purchased, and they have borrowed about two-thirds In one case the gentleman allowed two-thirds of the money to remain on mortgage. That gentleman will be before you. He has got a larger income since he has sold than he had before out of the property.

29,257. Who was that?—That was Mr. Bowen, of Llwyngwair. See 32,8

Mr. *Seebohm.*

29,258. Was it he who let at 3½ per cent.?—At 3¼ I think it was. You will have him before you in a day or so, and he will, no doubt, explain it.

Lord *Kenyon.*

29,259. You say, "The men work out of doors, "women within, children sometimes receive "wages, and, on Picton Castle estate, sons fre- "quently obtain holdings. Parents find capital "to start children on farms"?—That is so.

29,260. The labourers' wages, you say, are 14*s.* to 15*s.* per week?—Yes.

29,261. Do you think their condition is improved or not?—Well, I think the labourers are perhaps better off than they have been. Food is cheaper.

29,262. And cottage accommodation better?—Cottage accommodation is getting better yearly.

29,263. Is there much migration of labourers?—A good many people, not perhaps so much from Pembroke as from Narberth and that neighbourhood, go to Glamorgan.

29,264. The causes of depression, you say, are foreign competition and bad seasons?—I think so.

29,265. Can you suggest any remedy?—No, none.

29,266. The relation between landlord and tenant, we have heard, is very friendly?—It cannot be better.

29,267. The Commissioners will defer any questions they may have to put to you till to-morrow. No doubt some of the tenants on the estate may come forward, and it would be advisable to ask you questions after we have heard them?—I shall be in attendance to-morrow.

29,268. I have one question handed up by Mr. Vincent. "Is there any truth in the "suggestion that landowners have been actuated

Lord *Kenyon*—continued.

" by fear of the Commission in making abate-
" ments ?"—I do not think there is a single case.

29,269. You have already told us the abatements have been going on for the past 10 or 12 years ?—Yes.

Lord *Kenyon*—continued.

29,270. " Sir Charles Philipps' rental from
" farms only is about 14,000*l.*, is it not ?"—that is, apart from house property ?—I will give it to you to-morrow exactly.

The witness withdrew.

Mr. James Davies called and examined.

Lord *Kenyon.*

29,271. You are a tenant farmer ?—Yes.

29,272. On the Lawrenny estate, is that so ?—Yes.

29,273. What is the size of your holding ?—About 260 acres.

29,274. And the rent ?—About 150*l.* roughly. There is a lot of cover in the acreage.

29,275. What do you consider it per acre ?—About 15*s.* or 16*s.* an acre.

29,276. That is your workable land ?—Yes.

29,277. You come here to testify to the good feeling between Mr. Lort Phillips and his tenants. Is that so ?—Yes, on behalf of all the other tenants as well.

29,278. They all wish us to know that ?—Yes, I have brought a petition to that effect.

29,279. We are very glad to hear that that is the case. In your opinion, would outside interference by a Land Court or anything of that sort be of any advantage ?—On that point we have got this. I should like to read it to you.

29,280. We have decided not to take any memorials. I would rather take it by your word of mouth. I will take you as the mouthpiece of the tenants, which will come to exactly the same thing ?—It is to this effect, that we prefer the continuance of the present relations between landlord and tenant to the adoption of of a Land Court, so long as we are situated as we are at present with the present landlord and agent.

29,281. Do you think in other cases a Land Court would be advisable ?—I can only speak from experience. When I commenced farming I went to where I am now, when I was 21 years old, and I have been there 22 years. I have had no experience of any other landlord or agent.

29,282. Can you suggest any remedy for the present depressed state of agriculture ?—Foreign competition and bad seasons I believe are the causes of depression the last few years, and we are hoping for better times. Of course if things do not improve we must get an abatement in rent, certainly, a permanent reduction; in fact our landlord has made us an abatement now the last few years.

29,283. He does make abatements ?—Yes, something like 25 per cent.

Mr. *Griffiths.*

29,284. Have you no tenants on the Lawrenny estate that cannot come to terms with your landlord or agent ?—I do not know of any, if they try to.

29,285. Do not they try ?—I have never heard of a case failing between landlord and tenant about the taking of a farm, or anything of that sort.

Mr. *Griffiths*—continued.

29,286. Do you know Mr. William Thomas, of the Lawrenny Farm ?—Yes, perfectly well.

29,287. Has not he failed to come to terms with the landlord ?—I do not know his exact circumstances, but I do not think it was anything about the price of his farm, or anything of that sort.

29,288. Did not he have a wish to remain ?—Really I do not know. He asked to remain one year, and he had permission to remain a year. I think it was about some grazing of horses or something or other in an agreement that he took on the home farm, something about the grazing of horses that they differed about, not about rents or anything of that sort.

29,289. Would it be fair to have someone to come in between them and settle that question if the landlord and tenant cannot agree ?—Well, that is a case that is very seldom met with.

29,290. They are on good terms in everything else, are they not ?—Yes, I believe on perfectly good terms, but we as the other tenants know nothing at all about it. It was on the home farm, and it is some difference about grazing horses at a certain time. I believe that is what they differed about.

Mr. *Brynmor Jones.*

29,291. As I understand it, you are content with the present rent you are paying ?—We are content as far as our landlord is concerned, yes. Of course this last year was a very disastrous year; if we had it for nothing this last year we should hardly be content, as far as that goes. We hope not to see a repetition of last year again.

29,292. What I understand you to say is that you are on perfectly good terms with your landlord ?—On the very best terms.

29,293. But do you say it is possible to farm at a profit upon the present rentals ?—Well, not these last two years, not the last year or two, certainly not. No man can say that, I think.

29,294. Then you would be quite content with receiving a notice to quit because you did not pay the existing rent, as I understand you ?—Well, so long as the existing relations exist between landlord and tenant we know we should not get that.

29,295. If you did not pay any rent you would not get a notice to quit. Is that what you say ?—Well, I do not think we should this year; it is an exceptional year; I do not think we should. We know our landlord to be a man of reason and sense, certainly.

29,296. But still the rent is too high at the present time ?—Well it is. It is this last year, as I say.

Lord *Kenyon.*

29,297. You must take one year with another, I suppose?—Just so.

Mr. *Brynmor Jones.*

29,298. I do not quite understand your attitude. Do you not think that the rental ought to be a rental fixed at such an amount as would make the business a paying business to the farmer as well as to the landlord?—Certainly it should, yes.

29,299. But as I understand it, it is not now, and yet you are content?—Well, it is bad seasons this last couple of years, they have been so very bad years.

29,300. Then what I understand you to mean is that you do not mind going on trusting to the rent being abated from time to time if seasons become very bad?—Well, they have been doing that for us; then if the seasons continue we expect that they will do more, and I have no doubt they will.

Lord *Kenyon.*

29,301. May I take it that the rent is not fixed at the highest possible, but it is fixed at an average of good and bad years: sometimes you make a bit?—Well, not these last few years

29,302. But you do not always get such a bad one as this last year has been?—Certainly not.

Mr. *Seebohm.*

29,303. What you mean is that you would rather trust to the good relations between you and your landlord, and you would expect to get justice done in that way, as well as, or better than you could, by the interference of some third person?—I would, so long, as I say, as we have our present landlord and agent that we know and can depend on, but I do not say the same for everyone. Certainly I only speak for ourselves on the Lawrenny estate.

Mr. *Richard Jones.*

29,304. Are you satisfied that your landlord takes his share of the loss owing to bad times?—I think you gentlemen as Commissioners should be satisfied, as you have heard here explained to-day, from the time our landlord came of age what his income has been and what he has spent on the estate, that his share that he took was so far very fair.

29,305. We will see about that presently. Are you satisfied that he bears his share of the loss?—Well, I think he has this last couple of years. He has allowed us a reduction of about 25 per cent., and I do not think we can expect more. The landlord must live as well as ourselves. Although it is not enough to meet the times at present, we cannot expect the landlord to bear it all, and he kindly promised us that if more was required another year we should have more abatement.

29,306. Have you made any profit out of farming this year?—Profit?

29,307. Yes?—Certainly not—a great loss.

29,308. I suppose your landlord has had something from his farm, has not he?—Of course he has.

29,309. So that really he is better off than you?—Well, he is certainly. I have paid my rent, thank goodness, so far, but we cannot expect with disastrous seasons that he must stand it all—certainly he did not make the seasons.

The witness withdrew.

Mr. James Hughes called and examined.

Lord *Kenyon.*

29,310. You wish to corroborate the evidence of the last witness?—Yes.

The witness withdrew.

Mr. William Odyerne Hulm called and examined

Lord *Kenyon.*

29,311. Are you the Town Clerk at Pembroke?—Yes, and Magistrates' Clerk.

29,312. I think you have some figures to give us with respect to poaching cases?—Yes, I can give them to you as I am the Magistrates' Clerk for the Division of Castlemartin.

29,313. Will you please do so?—I have taken the numbers for the last 10 years from my register. Shall I give them seriatim?

29,314. Yes?—In 1884 there were two cases.

29,315. Please give the total first of all?—59 cases altogether in 10 years.

29,316. Poaching cases?—Yes, principally trespass in pursuit of game in the day time.

29,317. What per-centage do they represent?—They would average six. In one year, I must tell you, there were four defendants in each of three cases, so that there would not be so many cases. These are the number of defendants. In 1888 there were 12 defendants, and they made up five cases only. In 1893 there were 15 defendants, making also five cases. But the total average of defendants would be six.

Lord *Kenyon*—continued.

Mr. *Seebohm.*

29,318. Could you tell us out of how many cases?—I should not think there would be more than three or four dismissed.

29,319. I meant out of how many cases which came before the Bench are the 59 in 10 years. What per-centage of cases are game cases, that is what I want to know?—These are all

6 *March* 1894.] Mr. W. O. Hulm. [*Continued.*

Mr. *Seebohm*—continued.

game cases. Do you mean out of the total number of cases heard?

29,320. Yes?—I cannot tell you unless I have the register here.

Mr. *Brynmor Jones.*

29,321. You can give us an impression of the per-centage?—I really cannot without seeing the register. I can let you have it.

29,322. We have the perfect figures for 10 years, and it would be very useful to know what ratio the total number of game cases bears to the total number of misdemeanours punishable at Petty Sessions?—I will send it to you at your Haverfordwest sittings.

29,323. Those were trivial cases, I gather from what you say, simply ordinary trespass, nothing serious?—Quite so, nothing serious.

Mr. *Brynmor Jones*—continued.

The witness subsequently handed in the following table:—

Year.	Poaching Cases.	Total No. of Convictions.	——
1884	2	91	Average 11·17.
1885	2	60	
1886	4	62	
1887	5	93	
1888	12	52	
1889	6	54	
1890	5	56	
1891	4	64	
1892	4	55	
1893	15	85	
—	57	672	

The witness withdrew.

Mr. Richard White called and examined.

Lord *Kenyon.*

29,324. Do you live at Warren Farm, Guildford, Surrey?—Yes, my Lord. I am very sorry that I was not aware of this inquiry before, as I am not very well prepared to give such a good statement as I should like to have given if I had had proper notice of what I was about to say. However, I should like to give you my experience during the time I was a tenant with R. W. Mirehouse, Esq. I took the farm in the year 1879, at a yearly rent of 300*l*, which was, I am told, 120*l*. a year more than the old tenant was paying. When I took the farm it was a good season, and there was plenty of grass. There were a lot of rabbits on the farm, which I was allowed to kill, according to the agreement; they were reserved from the old tenant, I believe. When the Ground Game Act came into force, Mr. Mirehouse sent the keeper to my farm to trap rabbits. When I met the keeper before he commenced trapping, I asked him who had given him instructions to come and kill my rabbits. He said Mr. Mirehouse. I said to the keeper that I was quite willing for Mr. Mirehouse to enjoy sport in killing my rabbits when he was shooting; but I should certainly not be agreeable for him to trap the rabbits, for I paid dearly for the farm, and as the rabbits ate the grass——

29,325. Were you acquainted with the Act?—Not very well.

Sir *John Llewelyn.*

29,326. This was in 1879?—Yes, in 1879.

29,327. That was the year before the Act was passed?—But this killing of the rabbits took place afterwards, during the tenancy.

Lord *Kenyon.*

29,328. You do not say the date of that?—No, I do not know the date.

29,329. You had certain rights under the Act?—I wish to show the advantage he took of me after my having been given the rabbits in the first place. I took it under that understanding, that with the rabbits I paid such a high rent. I thought I had the greater right

Lord *Kenyon*—continued.

to them. The keeper then said to me that I had better get on my horse and go to see Mr. Mirehouse about it. I went straight and saw him; he at once said that he was taking the advantage of the Ground Game Act, and that he had sent Thompson, the keeper, to kill the rabbits. Then we had a few hot words, and I told him I would leave the farm, so I returned and told the keeper that what he had said was quite correct. He then went on trapping the rabbits, and I gave Mr. Mirehouse notice that I should quit the farm. Some time after, we came to terms, and I stayed on, when he discontinued trapping the rabbits. Through bad seasons and depression in trade I kept complaining that the rent was too high; he afterwards allowed me 15 per cent., so this went on. I still complained, and gave him a second notice; he then gave me a permanent reduction, when I paid him 230*l*. a year. After having such a bad summer in 1887, I found it impossible to go on without living at a great loss. I then gave notice, and left the farm. At the last audit before my leaving the farm Mr. Mirehouse said, "Well, White, as you are leaving the farm, I "shall not allow you per-centage"; so I thanked him, and told him that my last reduction was a permanent one. When he looked at my last receipt he found his mistake. During the tenancy he gave me permission to plough two fields about 10 acres, which were full of rush and awfully poor, which I considered was a great improvement to the land. Mr. Mirehouse afterwards refused to settle my valuation, saying that he should compel me to pay for damage done to the two fields which I had ploughed. It was at last settled by arbitration, he having to pay all costs. I am glad to say I am now living under the Earl of Onslow. At the same time I cannot thank Mr. Mirehouse for his goodness, for he would not give me a reference, nor even reply to his Lordship's agent. I am sorry to say, my Lord, if it had not been for my banking account, that being one of my references, I should have lost the farm. After treating me in such a manner, if he can prove in any way I

Lord *Kenyon*—continued.

was a bad tenant during that time, I should have been only too pleased for him to have said so while he was in the room, and I think I could have contradicted him by proving I was a good tenant. I gave notice three times.

29,330. Did he rear a quantity of game?—No, my Lord.

29,331. Did he go in for shooting much?—Yes, he used to come round the farm occasionally. I remember an incident that took place on one occasion. I had the right to kill the rabbits. One of his relatives whom I was not aware of at the time came along the bottom. We were rabbiting, and I said, "I am sorry you did "not come a few minutes before, because if you "had you would have had a good shot at a "woodcock." He said: "Well, I can quite "understand Mr. Mirehouse being angry with "his tenants for interfering in such a way as "this by ferreting the rabbits, because he can "never expect to have any shooting." I said: "I have not the pleasure of knowing who you "are, but as you are a stranger to me perhaps "I may have the greater right of the two here, "and I should be glad to know who you are "now." He did not tell me his name, but I found out afterwards that he was a relative of my landlord. I was partly sorry in one way that I said what I did to him; however, tempers will rise, I suppose, and I am rather a ready-mouthed customer, but I am always open to state to the best of my knowledge without telling lies what really does happen. I should like to have given the proper notice in time, and then for him to have contradicted any statements that I have made here. Afterwards, that is, during the tenancy when I had given him notice, I tried to take a farm under Colonel Saurin. We came to an arrangement about the rent and everything else except the agreement. I then had an agreement sent to me to overhaul, and it took me some time to do it, I assure you. There were one or two clauses there I did not like, and that was the claiming two loads of straw to be driven every year to the stable, which, if he had demanded, I might not have been in a position to have done. Another thing was that there was a clause in the agreement that I was to pay for the drawing up of the lease and stamp and the counterpart thereof, which I thought a most unreasonable thing. Therefore, as I found I could not get a farm to my own liking in the district, I left. Otherwise I should not have left.

Sir *John Llewelyn.*

29,332. Did you give notice to him?—I gave him notice three times.

29,333. When you left did you give him notice?—Yes, I did three times altogether.

Mr. *Richard Jones.*

29,334. Where is the Earl of Onslow's property?—In Surrey.

29,335. Have you come all the way here from Surrey to give evidence?—Yes, I have, and I am sorry I was not aware of this before. I did not know anything of it until Thursday afternoon, otherwise it would have been a pleasure to me to come down and tell you what I knew, after having given you proper notice, if I thought it was for the advantage of improving the tenantry in this neighbourhood. I am here without any prejudice whatever. I can thoroughly say, and I think others in the neighbourhood will say the same of me, that I never left with any grudge to any man, or the other way about. I do not think anyone can speak disrespectfully of me in any way.

Mr. *Griffiths.*

29,336. Was this estate re-valued?—Yes, I believe it was the year before I went in.

29,337. Was the whole estate re-valued?—Yes, and that is one thing that I think is wrong in the valuing of farms in the different districts; if you want a farm valued I think the only men to value such farms are local men.

29,338. Was it not re-valued by a local man?—No, I believe not. I cannot say where they were from, but I do not think they were Pembrokeshire men, and when the farm was valued, it was full of grass, which deceived me considerably too.

29,339. You know the neighbourhood around. What is the reason we have had no tenants of that estate coming forward?—I cannot say, I am sure, what is the reason; but I know when I was there I sometimes felt that I dare not open my mouth.

29,340. Do you think they are highly rented?—Yes, I am certain of it. If I was not highly rented, how is it he has the farm on his hands, and the only farm in the neighbourhood? That is a proof, I think, that the farm must be highly rented.

29,341. You think the farms round are too highly rented?—They were all valued under the same system. It is a great question whether the valuers who valued knew the place, and whether it was adapted for the purpose to which it was put.

29,342. You think the tenants are doing well?—I do not think there is one doing well on the estate, and in fact I heard different reports in the town of Pembroke, when I have been in here at the time I was living on the estate. You could come in here and hear everything that was bad; they were oppressed in every shape and form, in a manner of speaking. When you come to books, especially when the rent agitation was here, it was all a fine thing until it came to the point, and then they all drew out, which I think everyone in the room is well aware of.

29,343. Have you been down to that part of the country during your present visit?—I have not. I have gone quite far enough to see the state of the country, and I do not think I shall go further, unless it is to see a relative.

29,344. Have you heard what is the state of affairs there?—I did hear that the estate was very, very bad.

Mr. *Richard Jones.*

29,345. Is the farm still on the landlord's hands?—Yes, it is.

29,346. Do you know of any cases where farms are advertised in the newspapers to let in the

Mr. *Richard Jones*—continued.

neighbourhood?—I cannot say for the neighbourhood; it is a matter I have not thought of until I thought of coming down here, which I was asked to do.

Mr. *Griffiths.*

29,347. Have you heard that the tenants have been promised an extraordinary reduction this year?—No, I have not.

29,348. It has come to my ears, whether it is true or not, I cannot tell?—I cannot tell.

Lord *Kenyon.*

29,349. This is a question put by Mr. Vincent: "Do you know that Mr. Mirehouse has refused "a tenant for your late farm?"—I do not.

29,350. "May he not prefer to keep it on his own hands?"—He has decidedly a right to do so.

29,351. Do you think that is the reason?—That I cannot say, I am sure; in fact, on one occasion at the time I left the farm there was a certain gentleman went and applied for it He asked the rent of it, and he said "The same rent "as White was paying," and the tenant said, "Well, from what I hear, if he cannot pay for it, "I am sure I cannot, so I will have nothing to "do with it."

The witness withdrew.

Mr. John Harris called and examined.

Lord *Kenyon.*

29,352. You live at Lamphey?—Yes.

29,353. What are you?—I am a small holder, and I complain that I am charged too much rent. I occupy a holding of 3½ acres, and a cottage at a rental of 20*l.* a year gross. I also complain that I am not allowed to kill rabbits on my holding by the landlord.

29,354. You are allowed to do so by the Ground Game Act?—When I was trying to do it last Saturday he came and carried away my net.

29,355. Then you should summon him.

Mr. *Richard Jones.*

29,356. Who is your landlord?—Mr. Charles Mathias, of Lamphey Court.

Lord *Kenyon.*

29,357. Is there any special reason why your land is so highly rented? Is it near a town?—It is two miles from this town exactly.

29,358. How is it you came to pay so high a rent?—I was anxious to have a little bit of land.

29,359. I am afraid you were too anxious?—Perhaps so.

Mr. *Richard Jones.*

29,360. Has Mr. Mathias still got your net?—Yes.

Mr. *Brynmor Jones.*

29,361. Has he not given it up?—No.

29,362. Why did you let him take it?—It would not do for a poor man to fight with a gentleman.

Sir *John Llewelyn.*

29,363. Have you a lease of the place?—No.

29,364. You did not build the house yourself?—No, nothing.

Mr. *Brynmor Jones.*

29,365. I think you should consult a solicitor.

Mr. *Griffiths.*

29,366. Does he treat the other tenants in the same manner?—Well, there are not many tenants left now.

29,367. How is this?—They have gone away somewhere, I do not know where.

Lord *Kenyon.*

29,368. Has he much land?—Yes. That is the difficulty with the rabbits; there is no tenant to catch the rabbits, and they are coming on from his other land to my little bit and tearing it all to pieces.

29,369. How many farms has he of his own?—I cannot tell, but there is Cleggars, West Hill, Lamphey, Lamphey Court, Lamphey Mills, and others—about 10 farms.

Mr. *Griffiths.*

29,370. How many labourers does he employ on the farms?—About 10 now, I think.

29,371. How many did the others employ?—There were more upon two farms, Mr. Morgan's and Mr. Williams', of Cleggars, in days gone by than upon the whole now.

29,372. Did you set the net on your own lands?—In the boundary hedge; in 3½ acres you are bounded on each side.

29,373. Were you ferreting?—Yes, with a purse net over the hole.

29,374. Do you think he makes a good thing of the farms?—I cannot tell.

29,375. Is he turning the place into a rabbit warren?—It looks like it.

Mr. *Richard Jones.*

29,376. Is your house rather a superior house?—Well, it has four rooms and a dairy.

29,377. Do you keep anything more than a cow there?—Yes.

29,378. What stock do you keep?—I keep six cows altogether.

29,379. Six cows on 3½ acres?—But I have extra land besides.

29,380. You take land under some other people?—Yes, under some other landlords, at a much cheaper rent.

29,381. Why do you not give this place up?—I have not got any other house. There is no cottage belonging to the rest of the land.

Mr. *Griffiths.*

29,382. Why have the rest of the tenants given up the farms?—I should think they could not pay for them.

Lord *Kenyon.*

29,383. I do not like to advise anyone to go to law, but I think that is your remedy?—Thank you.

The witness withdrew.

Adjourned to to-morrow at Narberth.

THIRTY-SEVENTH DAY.

County Court Buildings, Narberth, Pembrokeshire, Wednesday, 7th March 1894.

PRESENT:

LORD KENYON IN THE CHAIR.

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFTHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. T. E. MORRIS, Acting as Assistant Secretary.

Lord *Kenyon.*

Before we begin our proceedings, I wish to draw the attention of those present to some remarks made by Lord Carrington at our first meeting. He said: "There is only one other "matter upon which I need touch, that is "concerning the protection of witnesses, which "has been referred to in Mr. Vincent's letter. "Experience has shown that, unless witnesses "speak out boldly and without fear, inquiries "like the one we are engaged in are futile. "We have no reason to believe that undue "pressure will be brought upon any class of "witnesses or any individual witness; nor "have we reason to think that the giving of "evidence by any person in this country will "lead to his being in any way injured. But it "is, of course, possible—we cannot shut our "eyes to what has before now taken place in "regard to affairs of this kind—that some men "are less scrupulous than others, and that it "is possible that witnesses who speak here what "is in their minds may be subjected to loss "and annoyance. We desire, therefore (and it "is our duty to do so), to point out that the "recent Act, the Witnesses Protection Act, "1892, affords a remedy adequate to meet any "ordinary case." And in reference to that statement I have been asked to read a letter

Lord *Kenyon*—continued.

which was written to Lord Carrington by Mr. Vincent on behalf of the Landowners Association of South Wales, in which he says, "First the Association, albeit young in point "of time, represents a large number of land-"owners possessed of great and small estates, "and I am expressly instructed to say that "it is the desire of this Executive Committee "to afford all possible assistance to the Com-"mission towards the common object of dis-"covering the truth. Secondly, an idea seems "to prevail in some quarters that this Com-"mission exists for the purpose of bringing "contentious issues either between political "parties or between landlords and tenants as "opposed to one another. The corollary to "this wrong idea is the suggestion that, in "some form or another, tenants who offer "evidence may suffer resentment from their "landlords. On the part of my Association, I "am instructed to repudiate this idea absolutely, "and to say that, apart from the fact that "witnesses before Royal Commission have "abundant protection, it is the desire of the "owners composing this Association that every "witness should give evidence with a feeling "of absolute security that he will not suffer "in any way."

Mr. JOHN HILLING called and examined.

See evidence of Mr. Vickerman and others on 50th Day.

Lord *Kenyon.*

29,384. Are you a tenant farmer now?—Yes, at Bramley Lay, not at Vatson Moor.

29,385. Not at the place about which you wish to give evidence?—No.

29,386. You wish to give evidence about Vatson Moor?—Yes.

29,387. You became tenant of this place in the year 1891?—Yes.

29,388. It is a holding of 20 acres or thereabouts, I believe?—Yes.

29,389. Did you have notice to quit in 1892, and did you leave in 1893?—Yes.

Lord *Kenyon*—continued.

29,390. I think your complaint is about your having notice to quit?—Yes. Vatson Moor has been my home for the last 33 years, and I regret to say that in 1891 I became a tenant to Mr. Vickerman through a notice being given my father to quit the above-mentioned place. Terms concerning the landlord and me proved to be very fair during those few months until voting time drew near, and then I was visited by Mr. C. Vickerman, junior, who was canvassing for votes; and seeing that father was still residing on the above premises he appeared to be

Lord *Kenyon*—continued.

in a very disagreeable passion. On the following rent day I had a sharp warning that notice should be given me to quit for not putting father from his home. This was rather unsatisfactory to do, as mother for the last four years had been laid on a bed of affliction and not able to be moved, and she desiring to be left in her home, which they had made comfortable through their own hard labour and expenses, I again appealed to the landlord, entreating him to let us remain in the home, and received a letter, dated 1st March 1893, stating such.

29,391. Is that a letter you wish to hand in?—Yes. "Sir, in reply to your inquiry whether "the notice will be enforced at Michaelmas next, "I have to inform you that much will depend "upon what may happen in the interval of seven "months from this date." After this I formed a ploughing match. The landlord tried to get an injunction against this, but failed to do so, and employed a solicitor to stick up bills that no trespassing should take place upon the said farm. This caused many teams to withdraw from the match, which proved to be a great expense. I still entreated to be allowed to remain there, up till the last week, but each time received a denial.

29,392. The agent said there were to be no trespassers on the farm?—Yes.

29,393. What farm was it?—Vatson Moor Farm.

29,394. Which is a farm of about 20 acres?—Yes, or thereabouts, and I have a letter, dated 2nd March 1893, which I received from the agent to Mr. Vickerman. "Sir, referring to my "letter of yesterday, I have just heard that you "are about to plough up the pasture and "meadow land. I therefore give you distinct "notice not to do so, and failing your compliance "with this notice, I shall take the requisite "proceedings to recover substantial damages."

29,395. Is that the whole of your statement?—No, I should like to say this. Vatson Moor has been occupied by William Hilling and his relatives for centuries past. The land became for sale, and Mr. Vickerman being the purchaser, and refusing that any widow's name should be entered on his books, caused many widows to become destitute and homeless. William Hilling being the son of the widow, and they were residing together at the said farm, and the landlord refusing to let it remain in the widow's name, caused William Hilling to become tenant of the said farm, the rent before the sale being 8*l.* per annum, and after 12*l.* 10*s.*, in the course of a few years six acres of land being added to the farm. This caused the rent to be 20*l.* per annum. William Hilling then agreed with the landlord for a term of 21 years for the sum of 1*l.* a year in addition to the rent. William Hilling cultivated this farm from pits and banks to plain ground, built his dwelling-house, together with all the outhouses, with the exception of the widow's old dwelling-house, and fenced it all respectably and drained a little over 1,000 yards of draining. Hilling entreated the landlord to sign the said agreement, but the landlord passed it off with a slight conversation, and told him to do his best with the farm, as he felt very satisfied with the condition it then stood in, and nothing should disturb him. Therefore the signing not being issued, Hilling six years ago endeavoured to sink a small pit, and after some months was fortunate to strike on a small vein of coal, which afforded him little wages. This being envied by the landlord, he was visited by Mr. C. Vickerman, junior, threatening him that for so doing he should have notice to quit his premises. On the following rent day the landlord warned Hilling that unless he closed up his colliery he should certainly be driven from his home as he was robbing his pocket daily, who was then earning less than a mere labourer.

Lord *Kenyon*—continued.

29,396. Was he sinking a pit on Mr. Vickerman's own land?—No, on Lawrenny land.

29,397. Had he got a take-note or what?—Yes.

29,398. He had leave to sink a pit?—He had leave to sink a pit.

29,399. Nothing whatever to do with Mr. Vickerman?—Nothing whatever to do with Mr. Vickerman.

29,400. What was the complaint Mr. Vickerman had against your father?—For sinking this pit—under-selling him—robbing his pocket daily—when he was just getting wages.

29,401. Mr. Vickerman is a colliery proprietor is he?—Yes.

29,402. Then it was a private quarrel between Mr. Vickerman and your father?—Yes.

29,403. Was your father ever the tenant of this place?—He lived there 59 years.

29,404. Then he gave him notice to quit?—Yes, and then I took it.

29,405. He took you in as tenant?—Yes, I was in after that.

29,406. At the same time I suppose he told your father that he did not want him there—was that it?—Want him at the colliery.

29,407. No, did not want him in his house?—No.

29,408. Did he tell you so when you took the place?—No, he did not say anything to me; he did not say anything to me about father when I took the place.

29,409. It was the outcome of a quarrel about coal?—Yes, about coal.

29,410. Then about the ploughing match, had you any agreement?—No, none whatever.

29,411. So that you thought you had a right to plough up pasture if you liked?—Yes. Well, it was not ploughing up pasture at all; it had only been laid down, some of it, about 10 years; 15 years ago it was all drained and planed and nothing but coal pit banks there.

29,412. You had your ploughing match?—Yes, I had my ploughing match.

29,413. Was any further notice taken of it?—No.

29,414. Mr. Brinn says in the letter of the 2nd March 1893, addressed to you: "I have just "heard that you are about to plough up the "pasture and meadow land. I therefore give

Lord *Kenyon*—continued.

" you distinct notice not to do so, and failing your " compliance with this notice I shall take the " requisite proceedings." Did he take any proceedings?—Yes, here is the paper I had. (*Producing document.*)

29,415. What was the result. Never mind the paper?—I ploughed it up.

29,416. Did you have to pay any damage for ploughing it up?—No; he tried to get an injunction for me to stop ploughing it up, and he failed to do so, and then he posted up these bills to stop the ploughmen coming there. (*Exhibiting placards.*)

29,417. You were under no agreement?—I was under no agreement whatever. These are the bills he stuck up after he could not get any injunction.

Professor *Rhŷs.*

29,418. He failed to get an injunction?—Yes, and then he stuck those bills up after.

Mr. *Brynmor Jones.*

29,419. I do not quite understand the circumstances of this case, Mr. Hilling. How long do you say your father had been tenant?—My father had been tenant from the time that the land was sold—the time that Mr. Vickerman bought the land. My grandmother was tenant there before that, and then Mr. Vickerman would not allow any widow to keep the land in her name; then my father became tenant.

29,420. About how many years ago is that? That is somewhere about 21 years ago. My father was born there and lived there 59 years; and my grandmother was born there before; she lived there 84 years.

29,421. Then I understand there was some dispute between your father and Mr. Vickerman?—Yes.

29,422. What was the nature of that dispute, had it anything to do with agriculture—had it anything to do with the use of the farm by your father?—No, it was about this little colliery.

29,423. Was your father carrying on colliery operations?—Yes, a small pit—just getting wages there.

29,424. Was he a tenant from year to year?—Yes.

29,425. Where did he get his right to take the coal from there?—From Lawrenny—he was not taking coal on his own farm.

29,426. I understand; he had got a mining lease on the Lawrenny estate?—Yes.

29,427. Then because of his carrying on these mining operations on the Lawrenny ground his landlord objected?—Yes.

29,428. Then notice to quit was given. Is that so.

29,429. But you were taken on as tenant, as I understand?—Yes, I did not turn my father and mother out and then I had notice to quit.

29,430. What was the date of the notice to quit that you got?—1892.

29,431. Michaelmas 1892?—Yes.

Mr. *Brynmor Jones*—continued.

29,432. Then you had to go out when—Michaelmas 1893?—1893.

29,433. What was the objection to your father's living with you?—Because of this little colliery that he had got.

29,434. When you took the farm—the 20 acres—was anything said about what was to be done with your father and mother?—No, nothing then.

29,435. I suppose that the point about the dispute was that your father's colliery was competing with Mr. Vickerman's colliery. Is that it?—Not competing with it—he was not selling at the same price as Mr. Vickerman, he was under-selling him—selling ½*d.* per cwt. cheaper, but he had no money to stock his coal, and he had to sell it for what he could get.

Mr. *Griffiths.*

29,436. Will you kindly tell me, Mr. Hilling, what objection Mr. Vickerman had to widows being tenants of the place?—I do not know. I cannot tell why he had any objection to widows; I do not know, but that was not the only case that time; there were several more.

29,437. Several widows besides?—Several widows besides that.

29,438. It was not because they had no votes, was it?—Indeed, I cannot say. There were several widows besides that one.

29,439. What was the first offence of your father?—That was because of this little colliery.

29,440. While he held this little farm in the first place I mean. He opened this little colliery before you were tenant of that at all?—Yes.

29,441. Some years before you held it?—No, not long—about six years since I commenced.

29,442. What was the reason given by Mr. Vickerman that your father should leave?—Did he give no explanation?—It was because of this colliery. He told me when I paid the rent he was robbing his pocket daily, and my father was only first getting a mere labourer's wages then.

29,443. Still he allowed you to remain on the farm?—Yes, he allowed me to up to the time that he knew my father was there.

29,444. So you determined that your father must leave the place?—Yes.

29,445. How many years had he been tenant before you took possession?—Somewhere about 21 years.

29,446. He was tenant of this Vatson Moor Farm years before Mr. Vickerman had it, was he not?—No, his mother was.

29,447. Then was this land where you had the ploughing match ever ploughed before?—It was about 10 years since it was ploughed up.

29,448. Oh, it had been ploughed up?—Yes, and drained, most of it—1,000 yards of draining on it, and all fenced in.

29,449. At whose expense was the draining done?—My father's.

29,450. Did not Mr. Vickerman do any draining?—He gave the pipes and then promised father an agreement only to put on 1*l.* a year more for it, but he would not sign the agree-

Mr. *Griffiths*—continued.

ment after he had been paying 1*l.* a year up to the time he gave it up.

29,451. Mr. Vickerman would not sign, or your father—which?—Mr. Vickerman would not sign. He agreed to sign when he commenced draining the land, and after he drained the land he would not sign, only told him to go on just the same as ever; and there was nothing more about it, and he paid 1*l.* a year up to the time he left. He paid 21*l.* from the time the lease was promised.

29,452. In 1893 you were obliged to leave as well?—Yes.

29,453. For the only reason that your father lived with you?—Yes.

Mr. *Grove.*

29,454. Did the coal when it was hauled away from this colliery pass over the land which was in the occupation of your father?—No.

29,455. Not at all?—No, it was not near it.

29,456. It did not damage this land in any way?—No, it was half a mile from the land.

29,457. Did the landlord give the reasons for getting rid of your father in writing or by word of mouth?—By word of mouth.

Sir *John Llewelyn.*

29,458. In answer to Mr. Griffiths you say the only reason was the competition with regard to the coal. That had nothing to do with you, I suppose?—That had nothing to do with me whatever.

29,459. What was the reason of your having to leave. Was it that matter with regard to the ploughing up of the pasture and meadow land, which was so called?—No, the reason I had to leave was—

29,460. I will refer to that later, if you please. This is the letter which you have handed in which is written to you by Mr. Vickerman's agent, Mr. Brinn. He gives you warning not to plough up the pasture and meadow land?—There was no pasture and meadow land there.

29,461. Did you say so to him?—To Mr. Vickerman

29,462. Yes?—He sent me this letter; I did not give an answer back to him.

29,463. Whether it was meadow land or pasture land, or not, you did plough it up?—I did plough it up.

29,464. And it was in consequence of that that you had to leave?—No, I had to leave because of not turning my father and mother out of the house. Notice to quit had been given.

29,465. Yes, that is so. This was in answer to a letter inquiring as to whether it was to be enforced or not?—I went to him to inquire whether I should remain there.

29,466. "In reply to your inquiry whether "the notice will be enforced at Michaelmas next "I have to inform you that much will depend "upon what may happen in the interval of "seven months from this date?"—Yes, the last seven months, I had had notice to leave then.

29,467. And then it was during that time that you ploughed this land up?—Yes; after that I ploughed this land up.

Sir *John Llewelyn*—continued.

29,468. At this time, March 1st 1893, it was still uncertain whether this notice to quit was going to be enforced or not. Looking at that letter it seems that it was still in question as to whether the notice to quit should be enforced?—Yes, I asked him whether it was going to be enforced or not.

29,469. During this time you ploughed up this land?—No, I had not ploughed it up then.

29,470. No, you had not ploughed it up then, but after that you ploughed up this land?—Yes, and then I had this letter threatening me not to do it.

29,471. The very next day?—The very next day. There would be no hay grown there on the land, and I had to pay the rent, and I thought the only way to pay it was to plough it up and put corn there.

29,472. Meadow land and pasture land?—It was not meadow land. Some of it had not been laid down longer than ten years, and some of it, not three years.

Mr. *Richard Jones.*

29,473. Was it laid down with permanent grass?—Nothing but rye grass and clover was put on it.

Mr. *Grove.*

29,474. At whose expense was it laid down?—My father's.

29,475. Entirely at his expense?—Yes, and he built the dwelling-house which we lived in, and all the outhouses.

Mr. *Griffiths.*

29,476. When Mr. Vickerman purchased this little farm was there any advance in rent. Did your father pay 20*l.* a year before Mr. Vickerman had it?—No, 8*l.* a year—at least his mother paid 8*l.* a year.

29,477. Then it was advanced from 8*l.*?—It was advanced to 12*l.* 10*s.* 0*d.*, and the railroad went right through the centre of it.

29,478. How much land did the railway take?—I dare say it took nearly two acres. I do not know exactly.

29,479. Then your father must have improved the land from the time it was taken?—Oh, yes, he did improve it. Before there was nothing but coal banks and pits.

29,480. Then on your father's own improvement the rent was advanced from 8*l.* to 20*l.*:—Yes, but then there was another 6 acres added to it.

Sir *John Llewelyn.*

29,481. Did not the railway improve the value of the land?—No.

Mr. *Griffiths.*

29,482. What quality of land was this that was added to it?—Most of it was rush.

29,483. Wet?—Wet.

Mr. *Griffiths*—continued.

29,484. That is the piece he drained?—No, that is not the piece he drained. He stopped draining that when he did not get the agreement. He was to drain that if Mr. Vickerman gave the agreement; but then he did not give the agreement, and my father stopped. He would not drain any more.

Professor *Rhŷs.*

29,485. Was there a station made anywhere near your land?—There was a station at one time about a quarter of a mile from there.

29,486. What was the name of it?—Saundersfoot. Then it was removed further up this road here.

Lord *Kenyon.*

29,487. I have a question put to you by Mr. Vincent which I think has been answered: "Your father is or was a colliery proprietor, is "not that so?"—Yes, a very small one—just getting wages.

29,488. It was a little surface coal, was it not?—Yes, a little surface coal.

Lord *Kenyon*—continued.

29,489. "Had there not been some quarrel between your father and Mr. Vickerman concerning coal?" You said there had been?—Yes.

29,490. "In fact were they not rivals in business?" You say your father sold coal cheaper than Mr. Vickerman did?—Yes—at least not cheaper than him; he had some which he was selling 4½*d.* a cwt., and some 3½*d.* a cwt., and my father was selling his at 4*d.*, so that he was ½*d.* under him, and ½*d.* above him, you see.

Mr. *Grove.*

29,491. What depth were the pits sunk to?—Some of the pits 22 yards.

29,492. How did he bring the coal up to the surface?—A horse pulled it up.

Lord *Kenyon.*

29,493. Mr. Vickerman will be communicated with in case he wishes to take any notice of this evidence. It is our method always to inform anyone who has anything in the nature of an attack made against him that he may offer rebutting evidence, which we will accept at the first opportunity.

The witness withdrew.

Re-examined on 50th Day.

The Reverend CANON ALLEN called and examined.

Lord *Kenyon.*

29,494. You are the Rector of Porthkerry, Barry, Cardiff?—Yes.

29,495. You are a landowner in this neighbourhood?—A small landowner in this neighbourhood.

29,496. Is your estate about 500 acres?—About 500 acres.

29,497. Have you any statement prepared?—I only wish to offer a very brief statement. I have been a small landowner for about 48 years in this neighbourhood, and my father was before me, and my elder brother is still, and we have always been on perfectly good terms with our tenants, and never had any serious difficulty with any of them, and have found our relations always satisfactory.

29,498. Have you had any changes in tenancy?—Very few.

29,499. When there are changes how do you generally fill up the farms?—By personal inquiry.

29,500. Would you give preference to the families on the farms at the time?—Yes, as much as possible.

29,501. Have you ever given notice to quit, or had reason to do so?—Never in this county. I have a small property in Carmarthenshire, where I once gave notice to quit.

29,502. Has any difficulty occurred owing to difference of language, religion, or politics?—Never.

29,503. Are any of your tenants, may I ask you, Nonconformists?—Most of them are Nonconformists—very good Nonconformists.

Lord *Kenyon*—continued.

29,504. Have you a copy of your agreement which you make with your tenants?—No, I have not.

29,505. Have you any agreements with them?—We generally draw out an agreement. I have no lease with any tenant at present.

29,506. Is your agreement a written one or a printed form?—Generally a written one.

29,507. Have you had any complaints about it?—Oh, no.

29,508. Who keeps that agreement, the tenant or yourself?—We generally keep a copy each.

29,509. You could not let us have one?—Unless my agent, who is here, happens to have one about him; I cannot now.

29,510. What is the average rent?—I have land varying very much in value almost from 3*l.* or upwards down to about 10*s.* in this county, and varying still more in Carmarthenshire.

29,511. That is rather a high rent 3*l.* or 4*l.* Is that accommodation land?—No, farm-land, good meadow-land.

29,512. Are there any complaints about the rent being too high?—No more than during the last two or three years; things have been in a very depressed state, so that there is a case for mutual forbearance.

29,513. Have you given them abatements?—To a small extent. I believe my rents have been moderate, and have never been exorbitantly high. I have been able to give some small abatements.

29,514. Has it been asked for, or have you done it without being asked?—I have generally

Lord *Kenyon*—continued.

given notice a little beforehand that I should make some such abatement according to the state of each year.

29,515. I mean it has not been asked for by the tenant beforehand?—No, generally speaking it has been the case that I have volunteered to say I should make some abatement.

29,516. Have your rents been raised at all in your memory?—Very slightly in this county. In the case of one farm which I inherited at the end of a very long lease—a least granted in the last century, which was than rented at 50*l.* a year—it is now rented at 80*l.* a year approximately.

29,517. I suppose you do all improvements?—Generally.

29,518. In the way of buildings and repairs?—Yes.

29,519. Have you done any drainage?—Yes, some years ago I have done some drainage.

29,520. Did the tenant help in any way?—He helped by driving and hauling, and so on.

29,521. Did he cut the drains or give any labour?—No, I think I provided the labour myself for that.

29,522. And the tenant repairs the fences, I suppose?—Yes.

29,523. Have you any knowledge of the Agricultural Holdings Act. Is there any claim for compensation under that?—No. No difficulty or special case has arisen under that.

29,524. You know of no case of failure to to obtain compensation for unexhausted improvements?—No.

29,525. What is your opinion with regard to tenant right?—I should limit it to a claim for fair compensation for improvements.

29,526. You would not consider a man has any right to dispose of his interest in a holding?—No, I should say emphatically not.

29,527. As to game preserving, do you preserve much game. Have you any complaints about that?—No, we have had no difficulty about that. One of my tenants has the shooting over my small property, and he has held my house, and he has had no difficulty with the other tenants at all about it.

29,528. Have you anything to say about agricultural education?—I think that would be better answered by more competent witnesses.

29,529. Do you know of any proprietor farmers—any freeholders?—One of my own late tenants is now the possessor of a small portion of land that I sold to him myself a few years ago, and I believe he is doing very well upon it.

29,530. You consider there is not much difference in the condition of freeholders and tenants. Which would you say were the better off?—*Ceteris paribus*, the freeholder.

29,531. What is your opinion of the labourers in this district? Do you think they are well housed—that they are well off?—It is capable of improvement in some instances, but they are fairly well off.

29,532. Their condition has improved?—Yes. The wages of labourers have risen more than two-fold within my own memory from about 6*s.* a week to 12*s.* or 14*s.*

29,533. Is there plenty of labour to be obtained in this district?—I think so. Other witnesses could answer that more competently.

29,534. Are there plenty of cottages—plenty of accommodation for labourers?—Yes.

29,535. Are the cottages good in your opinion?—Many might be improved. A cottage only fetches a very small rent; that is the difficulty.

29,536. Could you state what your expenditure has been on repairs?—About 2,000*l.*, I think, in 48 years.

29,537. Could you give us what your rental is so that we might form some opinion as to the proportion. Of course, that is just as you please?—My small rental in this neighbourhood is about 500*l.* a year.

29,538. Have you ever charged interest on any improvement?—In the case of a watermill power that I set up on one farm, I charge 5 per cent. interest upon that, and it has been paid by the tenant ever since.

29,539. It has always been paid ever since?—It has always been paid ever since.

29,540. Was that put up at the request of the tenant?—It was by mutual agreement.

Sir *John Llewelyn.*

29,541. In what year was it, Canon Allen, that this farm which you have spoken of as to the long lease having fallen in became vacant?—It became vacant very soon after the time I came into my property. That was in 1846, and this was a short time after that—about three years after that.

29,542. Then was it a building lease. Had the repairs been upon the tenant previously to that?—Yes, it was an old lease for three lives granted in the course of the last century. The tenant was bound to repair if the landlord found timber for repairs.

29,543. Then it was partially done. Since that time who has done the repairs?—I have.

29,544. And it was advanced shortly after 1846?—It was advanced shortly after 1846.

25,545. Then at that time the rent was raised from 50*l.* to 80*l.*?—It is now raised to 80*l.* It was raised to about 70*l.* then.

25,546. It was raised from 50*l.* to 70*l.* then?—as near as I can say—approximately.

29,547. The landlord then taking upon himself the permanent repairs?—Yes.

29,548. Has the landlord done the permanent repairs since that time?—Yes.

26,549. When was there a further increase in the rent from 70*l.* to 80*l.*?—About 10 years ago, not more than that I think.

29,550. About that time was there any competition for the farm, or was it let to the sitting tenant?—No, it was re-let after the end of the lease.

29,551. To whom; to another tenant, or to the same tenant?—It was re-let to a fresh tenant; two or three tenants in succession

Sir *John Llewelyn*—continued.

they held that small farm in this neighbourhood. But it was not let to anyone of the family.

29,552. Not to the same family?—The family who had previously held it could neither repair the house nor pay the rent, so that I had to take possession of it myself, and then I let it to a fresh tenant.

29,553. And at 70*l.* you found a more satisfactory tenant?—Yes, I am speaking approximately. The rent now is as near as can be 80*l.*

29,554. Can you give me the year in which the increase took place from 70*l.* to 80*l.*?—About 1850 or 1851.

29,555. I mean the increase from 70*l.* to 80*l.*?—That was more recent.

29,556. Can you give me approximately the year?—About 12 or 14 years ago.

29,557. We have it in evidence that the agricultural depression began in about 1879. Can you say whether it was before or subsequently to that?—It was before that to the best of my remembrance.

29,558. Has the 80*l.* been paid regularly since that subject to the abatement you have named?—Yes, subject to the abatement.

29,559. Is it upon that land that the water mill was erected?—That was upon a large farm.

29,560. Have any important improvements taken place on that farm?—I am speaking of the farm that has been raised from 50*l.* to 70*l.* and subsequently to 80*l.*?—No, it is in much the same condition. I had to rebuild the house upon it and some buildings.

29,561. When was the house rebuilt?—In the early part of my tenancy, about 1850 or 1851.

29,562. You rebuilt the house then?—Yes, I rebuilt the house then.

Mr. *Grove.*

29,563. I think you stated that you sold a small farm to one of the tenants, and he became his own freeholder?—Yes.

29,564. Has it been successful, or does he regret the purchase do you think?—He is in the room and would answer for himself. I think it is remarkably good land, some of the best land in the neighbourhood.

29,565. You spoke about that water arrangement you entered into. Would you mind telling us the costs or thereabouts?—My impression is that the cost was about 80*l.* It was a mutual agreement made beforehand with the tenant, and he paid me 5 per cent, in addition.

29,566. 4*l.* or thereabouts?—Yes.

Mr. *Seebohm.*

29,567. You told us that within your recollection wages had been pretty nearly doubled?—Yes, as near as can be, I think.

29,568. That would apply to outside labourers, those not living in the house?—Yes, I have no special experience myself of labourers living in the house. I can state only in general terms the wages of those living in cottages.

Mr. *Seebohm*—continued.

29,569. Would you say in general the labour is the labour of persons living in the house or of those living in cottages?—I think more commonly living in cottages.

29,570. In this neighbourhood?—In this neighbourhood, but other witnesses could tell you that.

29,571. Do you know of many instances of labourers becoming farmers by saving and getting into a little farm in this neighbourhood?—Only on a very small scale, one or two of my own farmers have been labourers, but they occupy small farms of about 10 acres. I remember one instance where one had been a labourer on the property for many years.

Mr. *Richard Jones.*

29,572. Are we to understand that the rent was raised from 50*l.* to 60*l.* on that farm in consequence of the erection of a house and building?—Are you speaking of the farm about which I mentioned the raising of the rent from 50*l.* to 80*l.*?—Yes.

29,573. No, in consequence of the rent being very low under the old lease. It was an old lease granted in the last century about 1780, and the fair rent of the farm was felt to be much more than the stated rent on the lease.

29,574. You raised the rent and the lease fell in?—I raised the rent soon after the lease fell in.

29,575. Was this farm which you sold to one of your tenants valued before it was sold?—I bought it by auction myself about 20 years ago, and I sold it to my tenant for exactly the same sum that I bought it for myself. We agreed between ourselves; we did not call anyone to value between us. I sold it for exactly the same as I had given for it; he accepted it at once, and our sale took place on that.

29,576. What was the rental of the farm?—It was about 30*l.* a year. There again I may say my tenant to whom I sold it is here in the room, Mr. Levi Morgan, of Brynglas, Penllan, and he would tell us at once.

29,577. What was the amount it was sold for?—A little over 2,000*l.*

29,578. That would be between 60 and 70 years purchase?—Then I am wrong in my figures, but Mr. Levi Morgan is here, and would give you full information at once. It was to his father I sold it, but he can give you full information on the subject. I am afraid my figures are shaky on that.

29,579. I am afraid they are?—It was about 30 years' purchase.

Lord *Kenyon.*

29,580. The fact remains that you sold it for exactly what you gave for it?—The fact remains that I sold it for exactly what I gave for it, and there was no difficulty in valuation.

Mr. *Richard Jones.*

29,581. Is the Agricultural Holdings Act made use of in this district?—I believe so.

Mr. *Richard Jones*—continued.

29,582. Have you had notice from any of your tenants with respect to specific improvements?—No notice in the way of complaint.

29,583. Notice of improvements under the first schedule?—No.

Lord *Kenyon.*

29,584. Mr. Richard Jones means notice that they wish to improve?—No, I have had no formal notice of that.

Mr. *Richard Jones.*

29,585. I suppose the landlords make the permanent improvements themselves?—Yes.

Mr. *Griffiths.*

29,586. I did not catch what you said just now with regard to the cottages. Do you let the cottages yourself or the tenant?—I let one cottage with the farm of Penllan, which is paid for by the tenant of the farm. I have one or two detached cottages at Black Aldern, which I let single as cottages.

29,587. What is the rent?—About 2*l.* 5*s.* a year is the general rent for cottages.

29,588. They are not these old thatched cottages. Are they thatched or slate roof?—Mostly slated.

29,589. Have you given your tenants any abatement just lately?—Yes, I have made some small abatements, not such as a rich man can afford to give, but some small abatements.

29,590. Do you often come down among your tenants here?—Yes.

29,591. You are well acquainted with the farms?—Oh, yes.

29,592. Do you think there is so much capital expended now in labour on the farms as there was years ago?—I think that question could be better answered perhaps by other persons more competent. Of course, it has been a depressed time both for landlords and for tenants.

29,593. Have you observed as you have been round the farms whether the fences are kept up as they used to be?—I think very fairly on the whole.

29,594. Why I ask you is this, I find in the report of the Labour Commission, which only came out this year, that it is stated that the high rents in the neighbourhood are a check upon the employment of labour: "One peculiar "feature of my inquiry in these districts was "that from first to last I was uniformly told "that so long as rents remained what they are "tenant farmers cannot afford to employ a "sufficient number of labourers, and pay them "at the present rate of wages?"—Well, I think the fences are kept up fairly on the whole.

Mr. *Griffiths*—continued.

Mr. *Brynmor Jones.*

29,595. How many farms or holdings have you?—Including small holdings about ten, of principal farms three, and some small holdings, and some of them fields only.

29,596. Do the farms include the cottages for the labourers employed upon the farms?—In one instance only.

29,597. Do your tenants ask for a larger abatement than you have given them?—Partly, but we have settled that without any difficulty.

29,598. Do you say that the farmers in this neighbourhood are hard-working men?—Yes, many of them work as hard as their own labourers.

29,599. Most of them do work, I suppose, more or less?—Yes, most of them.

29,600. What is the ordinary rate of wages for the agricultural labourers here, or would you prefer our asking someone else?—For this neighbourhood I think other witnesses would tell you. In Glamorganshire I think it runs about 14*s.* a week.

29,601. We have had evidence about Glamorganshire, but I daresay you would rather some of the farmers answer that question?—Yes.

Lord *Kenyon.*

29,602. I have one or two questions handed in. One from Mr. H. L. Stephen, which is: "You named 4*l.* an acre as your average rental. "Is not the average 1*l.*, and 4*l.* the highest "rental"? I do not think you did say that?—No; I wish it was with all my heart.

29,603. The average is 1*l.*, and 4*l.* is the highest I think you said?—Yes.

29,604. I think you said that was the highest limit, and somewhere about 7*s.* 6*d.* or 10*s.* the lowest limit?—Yes.

29,605. Then these are questions put by Mr. Vincent: "You would have no objection to "sending a copy of your agreement to the "Commission, would you"?—Not the slightest.

29,606. "You are well acquainted with Pembrokeshire, are you not"?—Yes.

29,607. "Can you tell us whether the relations of landlord and tenant are generally "friendly or not"?—I have always found them so.

29,608. "Do you think landlords would spend "money on their lands if a land court were "established"?—I think less so. I think landlords and tenants are quite competent to settle matters between themselves without the need of a middleman.

The witness withdrew.

Mr. JOHN JAMES called and examined.

Lord *Kenyon.*

29,609. Do you live at Sodston, near Narberth?—Yes.

29,610. You are a tenant farmer?—Yes.

Lord *Kenyon*—continued.

29,611. You wish to give evidence as to your own farm?—Yes.

29,612. What is the size of your holding?—155 acres.

Lord *Kenyon*—continued.

29,613. And the rent of it?—The present rent is 180*l.*

29,614. Has the rent been raised?—Yes.

29,615. Did your father take the farm in 1869?—Yes.

29,616. Did your father live there long?—He lived there about 18 years.

29,617. Did he take the farm at 180*l.*?—Yes, the first start.

29,618. Did he get a reduction?—Yes.

29,619. When did he get that reduction, and what was it?—After he took the farm the landlord died the Christmas following, and it went into the hands of another gentleman, a Mr. James from Southport, and he applied to him for a reduction, and he had it.

29,620. What year was that?—That was the year he took it, 1867.

29,621. The same year?—Yes, the same year.

29,622. Did he pay the 180*l.* at all?—No, he had it from the Michaelmas.

29,623. Then he did not pay it once?—No.

29,624. What was it reduced to?—To 160*l.*, and an allowance of 40*l.* for manure.

29,625. So that the rent was 120*l.*?—Yes.

29,626. Was it 40*l.* per annum for manure, bone, or something of that sort, to be expended on the farm?—Yes.

29,627. How long did that state of things last?—Until the year 1890.

29,628. Who was the tenant of the farm then?—I was the tenant.

29,629. What happened in 1890?—In the year 1890 the farm was sold, and bought by Mr. Lewis, solicitor, of Narberth.

29,630. What did Mr. Lewis do?—In the year 1891 I had notice to have a new agreement, and also an advance in the rent.

29,631. What was it advanced to?—It was advanced to 180*l.*

29,632. You had been paying 120*l.* before that?—Yes.

29,633. It was advanced back again to the original rent?—Yes.

29,634. Do you know what the sale price of the farm was?—Not for certain. I was told by Mr. Lewis, 6,700*l.* I do not know whether that is correct. I cannot say as to that. I should say there was another farm with that, a farm called Kilrath, and there is a mansion in connexion as well called Sodston.

29,635. Has Mr. Lewis, the solicitor in Narberth, any other property?—Yes.

29,636. Does it adjoin his property?—It does not join there; Kilrath adjoins Sodston Farm, and the Kilrath Farm and the mansion he bought altogether, and the whole cost 6,700*l.*

Mr. *Brynmor Jones.*

29,637. Mr. Lewis has recently died, has he not?—Yes.

29,638. Your complaint is that you did not get anything for your labour and expenses on the farm?—That is the complaint.

29,639. Did you do much in the way of improving the farm?—Oh, yes; and cultivated it.

Mr. *Brynmor Jones*—continued.

29,640. Have you any statement to give us of money expended?—No, no statement of money, only that we laboured there all this time.

29,641. You did not make any more draining improvements, or anything of that sort?—Oh, no; the land was pretty well drained before we had it.

29,642. You simply kept it in a high state of cultivation?—Yes; in fact the place has improved since.

29,643. Therefore it fetched a good price at the sale?—Yes.

29,644. Have you any other statement you wish to make?—No; but I should like to say that they built an addition to the house before we had this new agreement—two rooms down and two rooms up.

29,645. Recently?—Yes; that is, after I had notice to have a rise in the rent.

29,646. Who built it?—Mr. Lewis.

29,647. After he gave you notice he made this addition?—Yes, this addition to the dwelling-house.

29,648. Did you ask him to make it?—Yes, this addition to the dwelling-house.

29,649. Did you ask him to make it?—Yes; the dwelling-house before was a very small, bad house.

29,650. Did you tell him at that time you objected to pay the extra rent?—No. I did not know what the rent would be, only I should have to pay interest for what would be laid out for building. I was not told what the rent or the interest would be.

Mr. *Seebohm.*

29,651. That is included in the 180*l.*?—Yes.

Mr. *Grove.*

29,652. What was the cost of this addition, roughly about?—About 230*l.*

Lord *Kenyon.*

29,653. You thought your rent was still going to be 120*l.*?—Yes, and a little addition for interest.

29,654. Some 10*l.* or 12*l.* a year?—I should have been satisfied with four or five per cent.

Mr. *Grove.*

29,655. When this 40*l.* was allowed for manure, that was under an arrangement for you to expend that amount on the land each year?—Yes, we had to produce receipts for 40*l.*

29,656. You did not expend anything upon the farm—you or your father—for permanent improvements. Did you do drainage or buildings?—No.

29,657. Only the general improvements in the land?—Only the improvements to the land.

Mr. *Richard Jones.*

29,658. Do we understand that your only complaint is this, Mr. James, that the rent was raised to such a pitch that you could not afford to pay?—Yes, that is it; and it was raised on my own work.

Mr. *Richard Jones*—continued.

29,659. That must be qualified to some extent, because you were allowed 40*l.* a year?—Yes, but it was dear at 120*l.* before. It was land adapted for corn. Another thing, Mr. Lewis was the one that helped my father to reduce the rent from 180*l.* down to 160*l.* I have a letter to prove that here.

29,660. When he became a more interested party, he helped to raise it?—Yes, I have the letter.

Mr. *Griffiths.*

29,661. When your father took this farm was it in pretty good times?—Yes, corn was selling well at the time.

29,662. Is your farm a corn farm?—Yes, it is a corn farm, only we have turned it into grass now, because we had no sale for corn.

29,663. Are you able to make as much money upon the grass land now as you could when you used it for corn when corn was selling well?—No.

29,664. How about labour; does it cost you more for labour now than it did then?—Yes, a good bit, double nearly.

29,665. Have you any difficulty in getting labour?—No, we cannot complain of that in our district.

29,666. Do you keep a dairy?—Yes.

29,667. Do you find any difficulty in getting dairymaids?—Yes, a little difficulty.

29,668. They are not so plentiful as they used to be?—No.

29,669. Do you pay more wages for them now than was paid when your father took the farm?—Yes.

29,670. How much more?—We pay 12*l.* and 13*l.*, and the wages then were 6*l.*

29,671. More than double?—Yes, especially if they are good girls.

29,672. Do you keep labourers or servant boys?—Boys at present.

29,673. How about their wages; have their wages advanced as much?—Yes, quite as much, if not more than double.

29,674. Yet your rent is put back to the old price?—Yes.

29,675. You think you cannot make it out of the land—I mean the 180*l.*?—I cannot say exactly, because the last season has turned out bad.

29,676. Suppose your landlord and you cannot agree, as you say you cannot make it up, and the landlord says if you do not you must leave, would you be satisfied to go?—No, I would not be satisfied to go, because it is rather hard to leave all the labour behind, but it would be quite as well for me to go as to be there.

29,677. Have you any remedy to suggest?—Well, I do not know. We ought to have security of tenure, to have a chance to fight for the place. Now if you make a complaint before the landlords they will tell you to give it up; that is what we get.

29,678. You would not like someone to come in between you and the landlord to try and settle the question?—Oh, yes, I should be quite willing to have that.

Mr. *Griffiths*—continued.

Mr. *Brynmor Jones.*

29,679. Is there much competition for farms in this neighbourhood?—Yes, we very often hear of a dozen going after a farm.

29,680. You have heard of as many as a dozen men wanting to take a farm where it is vacant?—Yes.

29,681. You are still upon this farm as I understand?—Yes.

29,682. Have you paid the increased rent since the alteration was effected?—Yes, I have paid one year.

29,683. Do not answer the question unless you like, but did that year's work pay you, looking at it from a business point of view?—Oh, no.

29,684. You mean to say that during the last year when you have paid this increased rent you have really lost money?—Yes. As I said before I cannot tell exactly; the last season was dry, and I could not exactly tell, but my opinion is that I shall have nothing for myself.

29,685. You know most of the farmers round about you, I suppose?—Yes.

29,686. What do you think their condition has been during the last year or two. Have they upon the whole been losing money upon the present rental?—That is the general complaint when you speak to them.

29,687. People may complain, but what do you think as a man who knows the farming business in this neighbourhood, and have known it for a long time? Is it a well-founded complaint, do you think? Do you think they have really lost money?—Well, I believe they have on the whole. Of course we have some farms that are doing well, because they have good landlords who treat them properly.

29,688. Who make abatements that is to say, or deductions?—Yes.

29,689. Now as to the other farm which Mr. Lewis bought, did he raise the rent upon that?—No.

29,690. What was the extent of that farm?—Somewhere about 100 acres, or something like that, I cannot tell you exactly.

29,691. Did he make any abatement in the rent, or did it remain the same upon the other farm?—That I cannot say.

29,692. Have you any children?—Yes, I have.

29,693. Do they help you in the farm-work?—They are rather young yet.

29,694. How many hired servants have you in the house, on the premises?—As girls do you mean?

29,695. Boys and girls together?—Four.

29,696. Was that the same number that your father started with in 1867? Did he have the same number then, or more?—He had more. He kept two boys and two labourers then, and also two girls in the house.

29,697. He did not farm quite in the same way as you are doing. There was more corn

Mr. *Brynmor Jones*—continued.

grown then, I suppose?—Yes, there was more labour then.

29,698. Have the wages gone up from 1867 to the present time to your knowledge?—Yes.

29,699. What do you pay your servants now by the year?—Well, 10*l.* Do you mean the girls?

29,700. No, the men?—I pay 21*l.* to the men.

29,701. And 10*l.* to the women?—Yes.

29,702. Do you remember what was paid in 1867?—I could not say exactly that, but I should think about 6*l.* or 7*l.* There was my sister there at the time.

29,703. 6*l.* or 7*l.* for the women servants in 1867?—Yes.

29,704. What were the men servants paid?—About 8*l.* or 10*l.*

29,705. In the Narberth Union, and round where this farm is situate people usually speak Welsh, do they not?—This lower side of Narberth they all speak English, but the upper side they speak Welsh.

29,706. Which side are you?—The north side.

Professor *Rhŷs.*

29,707. How many of your men are servants?—Two.

29,708. And they live in the house?—Yes, they live in the house.

29,709. Where do they sleep?—They sleep in the house too.

29,710. Is that the usual arrangement in this neighbourhood?—Not always, they sleep out. There is room for the boys, part of the sheds as a rule.

29,711. But not in your case?—Not in my case.

29,712. What sort of shed—is it somewhere near the stables?—Sometimes above the stables.

29,713. Then your servant men spend their evenings sometimes indoors in the house?—Yes.

29,714. But that is not the usual arrangement about there, or not the general arrangement?—Not the general arrangement.

29,715. What do they do generally? They have their beds in the shed; where do they spend their evenings, do you know?—Sometimes they spend their evenings in the house, and at bedtime they go out.

Lord *Kenyon.*

29,716. Who is your present landlord?—It is a landlady now, Mrs. Lewis.

29,717. The widow of Mr. Lewis?—Yes.

29,718. Have you approached her, and asked for a reduction from her?—Yes. I ought to have said the first half-year I paid I had 10 per cent., and the last half-year was only a very small trifle.

Lord *Kenyon*—continued.

29,719. I have some questions to ask you from Mr. Vincent: "Was the former owner of the "farm related to your father"?—Yes.

29,720. It is the same name I notice?—Yes.

29,721. Was he a near relation?—He was my father's uncle.

29,722. "Are you related to Mr. Lewis"?—The late landlord, do you mean?

29,723. Yes?—No, I am not.

29,724. "Do you not know that the rent of "180*l.* was fixed by an independent valuer, a "Mr. Hughes"; do you know whether that is the case or not?—I was told so; I cannot say more than that.

29,725. "Have you offered to buy the farm"?—Well, I have been inquiring if they would sell it.

Mr. *Griffiths.*

29,726. You mentioned the name of Mr. Hughes, did he not walk over your farm to value it?—I was told by Mr. Lewis that he did.

29,727. But not with your consent?—But not with my consent.

29,728. You were not aware of his being over it?—No.

29,729. That is rather an unusual thing. Who was this Mr. Hughes?—Mr. Hughes, of Mounton.

29,730. Is he a professional valuer?—That I cannot say, I do not believe he is.

Mr. *Seebohm.*

29,731. Does it often happen that there is a farm to let in this neighbourhood?—Oh, sometimes very often.

29,732, When there is a farm to let there is generally considerable competition?—Yes.

29,733. Is that competition from farmers' sons or labourers wishing to get a farm, or both?—Farmers and farmers' sons, as a rule.

29,734. Are there many cases of labourers saving money and then getting a farm, and afterwards rising the ladder?—Yes. I could not refer to one straight off, but there are some.

29,735. In your lifetime you remember several such instances in this neighbourhood?—Yes.

29,736. It is an uncommon thing?—No, it is not an uncommon thing.

Mr. *Grove.*

29,737. I suppose they would be small farmers, would they not?—Yes.

The witness withdrew.

The Reverend GEORGE BANCROFT, called and examined.

Lord *Kenyon.*

See re-examination on 50th Day.

29,738. Are you a Calvinistic Methodist Minister of Bethesda, East Williamson?—Yes.

Lord *Kenyon*—continued.

29,739. You have lived in this neighbourhood as a missionary for 31 years?—Yes.

Lord *Kenyon*—continued.

29,740. You have been a member of the St. Issells School Board for 21 years?—Yes.

29,741. You have some statement you wish to make?—I wish to say, my Lord, that I am not a farmer's representative. It has been stated in a local newspaper that I was to come here to-day as such. I have had no commission to appear in such capacity. I have not the necessary knowledge, if our district from Tenby to Narberth had been represented by farmers, I would not have come here at all. I hope that you will not ask me any very deep questions, because I have not the necessary agricultural knowledge, and if I am led into deep water I shall not be able to swim. What is impressed upon me is that very few farmers come from our district before you, and I think there are reasons to be given for this. One is that they have good landlords, full of practical sympathy, and have no complaints to make. So far as their position as tenant and landlord goes, I think no legislation could improve it; that is with reference to some of them. They suffer but from bad seasons and the low state of prices. Others think not much good will come of the Commission; at any rate not in the near future; we shall have to wait for a long time. I am sure of it that others think that you are limited to a discussion as between landlord and tenants, and some of them are afraid of the landlords. Others look upon the inquiry as dangerous. Those who have complaints to make are afraid to come down because they think they will be marked men. I should like to submit with reference to what Lord Carrington has said, and which you have read this morning, that it is not possible for the Commission to protect the tenants. I submit that the landlord could inflict a wound, perhaps not at present, but in years to come that this Commission could not heal. If you could be approached as one of old, you would find many Nicodemuses and Josephs of Arimathea would come. The farmers look upon coming here to complain of landlords as dangerous as the mice to bell the cat. A tenant must be very bold, or one who has fallen out with his landlord, or in independent circumstances. Then legal rights may be moral wrongs. I submit that a landlord's responsibilities are such, the kind of property he owns is so bound up with the interests and even existence of many that he must exercise his rights with prudence and forbearance, if he does not he injures his fellow creatures in such a way as the possessor of no other property can. This prudence and forbearance has not been exercised in our neighbourhood. Landlords have studied self and no one else. They have injured widows and the poor. In 1871, Sir Pryse Pryse of Gogerddau sold his estate in our district. This comprised 5 farms of 100 acres each or thereabouts; 12 or 13 smaller holdings of from 15 to 40 acres and about 14 cottages, some of these having 2 or 3 acres, some 1, some with gardens only. The tenants had been long on the land, were much attached to their homes, and hoped to make terms with the new landlord. The sale did not take place until August 28th. Though there was only one month to Michaelmas Day the merciless instruction was issued that no widows would be allowed to retain possession of land. Four had to leave, one Hannah Griffiths, of North Park, kept a cow, she lost the land and was obliged to sell her cow. Elizabeth Thomas, of South Hill, cultivated 25 acres; her husband built the cottage, it was but moor land when he took it; they made the hedges and did all. She had a son of 40 years of age, a steady, sober, industrious man, who could and did cultivate the place as well as any farmer in Pembrokeshire, and, yet, because his mother was a widow, and had the place in her name, they could not keep it. Mary Thomas, a neighbour, held 15 acres; her husband built the cottage, and did the same with the land, and she had the same severity meted out to her. Mary Owen, of Moysland, had 25 acres; she kept a labourer and looked after her place, but she too had to leave. They may live in cottages, but not on the land. None of these widows were on the parish before, but, having the means of livelihood taken from them, some of them had no other resource. Elizabeth Thomas died in one month. Mary Owen kept off the parish for a few years, and Mrs. Griffiths was an early recipient. The other Mary Thomas found refuge with her son-in-law. Here, my lord, I wish to say that I wrote to Mr. Vickerman, the new landlord, to say that I would appear here to-day to speak of this, so that his not being present is not my fault. I would emphasise the following, if Mr. Vickerman should reply to-morrow or the next day, that the places were small and such as a widow could control, that in the case of one she kept only a cow, in the case of the other two a labourer was kept on one and the son lived on the other; that widows may be as successful farmers as others. Three of the best cultivated places I know of are controlled by widows.

29,742. Did Mr. Vickerman state any reason for his objection to widows?—No, not that we know of. It was dealt out all round.

Mr. *Richard Jones.*

29,743. What was the inference in the neighbourhood?—That I do not know. I never heard of any inference.

Mr. *Grove.*

29,744. Was there notice given to every widow upon the estate without exception?—Oh, yes, you have heard from this young man this morning that his grandmother was a widow and that his father was allowed to remain on, but in these four cases they all had to leave.

Lord *Kenyon.*

29,745. It seems very hard indeed. I was wondering whether he gave any reasons?—I know of no reasons whatever, and I sent to him to-day to come here and state his reasons.

Professor *Rhŷs.*

29,746. Are these in the same parish?—No, St. Issells and East Williamson.

29,747. Are they contiguous?—Yes.

29,748. Near here?—Yes. I know of three of the best cultivated farms controlled by widows. I know one on the Picton estate and they were dealt with kindly. One who when her husband died was in involved circumstances and yet with industry and care she has freed herself and is making for prosperity. Then I have to say this. The tenants of Sir Pryse Pryse had no leases granted them, but it was felt that tenants would never be interfered with. This feeling was so strong that no less than 14 houses were built by tenants. When the estate was sold no consideration was allowed in respect of these 14 cottages. The tenants put every stone and stick there and did not receive one farthing. William Davies, of Moreton, built a stone structure; he had lived in it 17 years and had to turn out. Joseph Ollin, of Stonybridge, built another; he still lives in it, but the old man must pay and has paid 5*l.* a year since 1871 for the privilege of living in a cottage he built and paid for. To be fair I wish to state in connexion with this cottage, there is quite an acre and a quarter of land, so that I should think that the value of the land would be 2*l.* and that would apportion the 2*l.* that he really does receive in value and 3*l.* as the portion of the cottage. Mary Owen's husband built four, she lost them all; she was allowed to live in one, but had to pay 4*l.* a year. Though for the last 10 years of her life she was on the parish yet she paid her rent.

29,749. Are they built out of the waste of the manor?—No, on the farms. It was felt once on Sir Pryse's land they would never be interfered with, and this grew to an assurance. They built, they would not trouble the landlord, he was a very good landlord, and they only wished that they had another like him. Mr. Norris, of Rhode Wood Lodge, built one for his labourer which he likewise had to surrender. This was so in the case of 14. Not a groat was given to them. Then as to judicial rents. If we had only the good old-fashioned landlords there would be no call for such legislation, but we have them now who answer nearer to Shylock. The rents of many farms were assessed to meet the very good times. I submit if a landlord demands the same rent in adverse as in good times he reaps a benefit, as one can certainly live cheaper now than in 1871, when things were so very high. I can see nothing fairer than that men who understand the nature of the soil and know what profit it could yield under ordinary circumstances should say what a man can pay.

Professor *Rhŷs*—continued.

On this estate of which I have spoken some of the rents were raised double, and one even four times the amount to what it was under Sir Pryse Pryse. I wish to call the attention of the Commission to this, that the rural parts are thinning very alarmingly, and I think this is bad both for town and country. For instance, St. Issells in 1881 had a population of 2,000, and in 1891 it had fallen to a little over 1,700. Begelly, where I minister every Sunday, is a parish of not more than 500 or 600, and the last 30 years we reckon 28 cottages have been permitted to tumble down and only two have been built in their place. I do not mean that only two houses have been built. Two or three good farmhouses have been built instead of the little dilapidated houses which used to be. What I mean to say is we have in Begelly 26 fewer cottages now than 30 years ago. With regard to legislation needed to bring the people back or prevent more going, I would like to see the two great parties in the State sink their differences for a session or two and do something to save the people. There are many with whom there is but a step between them and ruin. Then as to burthens being more equally divided, in St. Issells the landlords receive from 500*l.* to 600*l.* a year ground rent, from which they contribute not one farthing to local burthens. One builds a house. Until he built it the land was not worth more than a shilling. By the capital of another the land is raised in value from 1*s.* to 2*l.* and 3*l.*; in one case, in Saundersfoot, it is raised to 8*l.* The rate collector goes to one; demands out of his rent 3*s.* 4*d.* in the pound, and now with parish councils it will be 4*s.* in the pound. If one rent must pay to the poor and to local burthens, why not the other? Every one who is benefited by a property should help to carry the burthens of that district. If the landlords of St. Issells paid their fair share of rates they would pay 120*l.* a year more than they do. I have great faith in "3 acres " and a cow." I have observed as regards those persons who have a little land attached to their homes, it enables them to eke out a living; you will seldom meet with abject poverty. If a person is idle and aimless, of course no legislation would aid him. Such surroundings are of great advantage to one of industrious habits. Again, it acts as a magnet and keeps a person to his home; a very few of these leave even in properous times, when high wages are given in Glamorganshire. Then again leases are too short. The landlords do not build. I know on the Picton estate they build a public-house or a hotel (I suppose that would be the respectable name for it), but I know of no other house that the Picton estate has built. They do not build, and they give no encouragement to others. If you spend 300*l.*, the Picton estate will give 99 years. Mr. Vickerman will give you no more than 60. I think Begelly estate gives no more than 40. A great deal of labour is lost to the community. Then, as to whether wages can be paid and present rents

Professor *Rhŷs*—continued.

paid, I am assured it is not possible. I know one young man who is on a large farm, but his father cannot afford to pay him wages, and if he were to stay there for years he would not be recompensed; he is determined to go into the police force. Another farmer has two sons on the farm; one is in a good situation, and sends money home to pay the rent. There are young men who never receive wages. There are farmers who have to sink money every year. It cannot be made out of the farms. Those who have no capital, unless rents are reduced, will soon be brought to absolute poverty. Then with regard to the Ground Game Act, this is not honestly carried out. The landlords are averse to the tenants using guns. I know a case of a gamekeeper making a tenant to understand that it was not agreeable. The landlords preach loyalty to the law when it suits them. When, on the contrary, it does not agree with them, no one is more ready to break it. They say nothing themselves, but the gamekeeper knows what they wish. Of course the tenants may do so if they choose, but they fear the consequences. As to cottage dwellings, I should like to say: Mr. Vickerman thinks they are nice, comfortable, homes. In the "Tenby Observer," a local newspaper, he calls attention to them. I am quite the other way of thinking; they consist chiefly of two rooms only. In some of them as many as 10 live. Where they sleep I am at a loss. The windows

Professor *Rhŷs*—continued.

of most are too small; the floors often damp and broken. They are answerable for much of the sickness. I should like some of the Commissioners just to come into our neighbourhood, and see the kind of cottages, and whether you think they are such comfortable ones as Mr. Vickerman has made out.

29,750. Do you happen to know what is the rent of those cottages?—About 4*l.*

29,751. What would be the expense of building it, if one put up such a cottage now?—I do not know. I should think it would be dear at 30*l.* I would not like to give 30*l.* for a good many of them that I could show you.

Mr. *Grove.*

29,752. Do you mean to say that the cost of building a cottage would be about 30*l.*?—I do not know. I cannot say. I have had to do with buildings too, but not of that kind.

29,753. There is no upstairs. It is all on the ground?—Yes, no upstairs at all, and only a mortar floor.

Lord *Kenyon.*

29,754. Surely there are no such cottages built now?—Yes, that is just what I am complaining of.

Adjourned for a short time.

Lord *Kenyon.*

29,755. You cannot tell me who replaced these widows in these cottages and farms?—Yes.

29,756. Was it men employed in Mr. Vickerman's works or collieries or anything of that sort?—No. With reference to Hannah Griffiths, of North Park, Mr. David Thomas, a farmer of North Vatson, took that land. With reference to Elizabeth Thomas and Mary Thomas, of Upper South Hill and Lower South Hill, that was taken by Mr. David Thomas, another farmer of a bigger tenantry, in addition. The cottages were let out to labouring men.

29,757. Minus the land?—Minus the land. With Mary Owen, of Moysland, that was let to a new tenant, one Martin Lawrence.

29,758. It seems hard that these widows should be turned out of their places I think without any sufficient reason Is there any demand for what are called allotments, or is it mostly grazing land?—There is no demand for working men's allotments with us,

29,759. They would like, you think, a certain amount of grass land?—They think that one acre is too much to cultivate with the spade, and too little with the plough.

29,760. And in fact a cow would be very useful?—Yes, I think so, a great deal more so.

29,761. Two or three acres of grass land sufficient to keep a cow?—Yes.

Lord *Kenyon*—continued.

29,762. They have gardens attached to these cottages?—Yes, as a rule good gardens.

29,763. Do they make use of them?—Oh, yes.

29,764. Do you think there is any room for improvement in the way of poultry farming or fruit farming, or anything of that sort?—I should think so.

29,765. They might make a little money that way, you think?—I should think so.

29,766. Is there any bee keeping in the neighbourhood?—Not worth speaking of.

29,767. Sometimes it can be made profitable. Do you think it could be in this district?—I should think so.

Mr. *Griffiths.*

29,768. Can you tell us whether Mr. Vickerman requires any service from his tenants besides rents that the widows could not perform?—No, he requires none that I know of.

29,769. Does he still insist upon the same treatment?—Oh, no.

29,770. It was only just when he came into the estate?

29,771. Any who become widows now are not turned off?—No.

29,772. The evidence you have given with regard to all the cottages is such as you are personally acquainted with?—Yes.

Mr. *Griffiths*—continued.

29,773. It is not hearsay evidence?—No, I was there at the time.

29,774. You have told us the rents were advanced very much when Sir Pryse Pryse sold these farms. Could you give us the amount of rise?—Not accurately, but I know it was considered severe.

29,775. Could you give us any estimate as to the value of the cottages on the estate, and the amount of money which the tenants must have lost?—Such an estimate as mine would be of no value. Some of them were good stone structures, slated roofs.

29,776. Were any of these cottages round Begelly that have tumbled down built at all on the Commons?—No.

29,777. You say that the people are going from the rural districts. What remedy do you suggest for that?—I would like to see—of course it must be a slow growth, a little land attached to each workman's cottage. Of necessity it must take years to bring about, but I should like to see the tendency in that direction.

29,778. Do you think the children brought up in these cottages with three acres and a cow are more thrifty as a rule than those who have no land?—Mr. Norris, a gentleman in our neighbourhood, and myself spent an afternoon together on this subject. He and I had been there for many years, and we knew almost everyone, so that we could observe that where there is a home with these three acres you will not find the poverty as you will where a person must live on bare wages.

29,779. The children as a rule are brought up to habits of early rising, and doing a little work when they are very young?—Yes

29,780. I find at the present day, in our village anyhow, that they are kept in school until they are 14 or 15, and it is rather a difficult matter to get them to work when the time comes?—I find it the other way, that education rather encourages industry. They are compelled to go to school early now, and they pass their 4th or 5th Standard by the time they are 10 or 11 years of age, and then they leave school.

29,781. If you come to our schools you will find they are children advanced in years, that is to say 13 or 14?—Here they get through the standards by the time they are 11 years of age.

29,782. We have them 14 and 16, I am sorry to say?—We have not.

29,783. Some schools are better than others?—Yes, our exemption standard is the fifth.

29,784. With regard to the two-roomed cottages did you say there were as many as nine people lived in the two-roomed cottages?—Yes, in some cases, and of both sexes.

Lord *Kenyon.*

29,785. At the present day?—Yes, my Lord, if you will come round I will show you some.

29,786. I should be sorry to see them?—Well, it is so.

Mr. *Griffiths.*

29,787. Has it never been brought to the notice of the medical officer of the district?—He is paid for looking into it.

29,788. Well, a good many people are paid, but does he see into it, do you think?—It is a well-known fact.

29,789. That there are such places?—Yes. They obey that command with us, "Be fruitful "and multiply."

29,790. Do you consider the evidence given by Mr. John Hilling this morning to be correct evidence?—Yes, I should think so.

29,791. You heard it?—Yes.

29,792. You think it is quite correct?—I agree with it every word. I think it was very unfair for Mr. Vickerman to go to this man's little colliery he earning a couple of shillings a day, and he with his output at his collieries to envy that poor man. I think it was a very sad thing.

Mr. *Richard Jones.*

29,793. Do you think there is a genuine demand for small holdings of about three acres?—I do.

29,794. What is the position of things in your neighbourhood. Are there facilities for a labourer to rise to the position of a fairly good tenant farmer. Is there a ladder for him to mount. Are there small farms?—I should think not. Suppose he is handicapped with a family I should think there is not a ladder.

29,795. You think there are not sufficient small farms varying in size from three up to seven or eight acres, or up to 15 or 20 acres?—He cannot get them.

29,796. They are very limited in number, I suppose?—Yes.

29,797. Do you think there would be more demand for small farms if they were to be had?—Yes, I am sure of it. If there is a small holding to let of three or four acres, it is looked upon as a prize of life to secure it.

29,798. Do you not think that the Local Government Bill will remedy this state of things to some extent?—No, I do not. I must say honestly that I am afraid of the farmer with reference to the Parish Councils Bill.

29,799. You say in your statement you would convert Common land into allotments?—Yes, I would do that. There is a Common with us of quite 300 acres.

29,800. Do you think it would be just to the farmer to come and take his best land to convert it into allotments?—No, I wish to be just to farmers, and all round. I do not go into that kind of legislation. I say the thing must have slow progress, but I would take Commons, and uncultivated land. If land is not cultivated labour is lost, and the country is poorer.

29,801. There is some land it would not pay to cultivate. Of course, you would not bother with land of that sort?—I believe it would pay.

Mr. *Richard Jones*—continued.

29,802. You think all uncultivated land would pay?—I say that. I was afraid, in coming here, that you would lead me into deep water, but I think that supposing a person knew that he would not be turned out, and he was an industrious man, with his life before him—there may be exceptional cases—but I believe in the most cases it would pay. A tenancy from year to year would never pay. Where a man felt security he could work, and his labour in the soil would not be taken from him. I think it would pay, but I may be mistaken.

29,803. Do you think it would be better to make him a small tenant or convert him into a peasant proprietor?—If he was a small tenant—

29,804. With security of tenure?—Yes, that I think would be more advantageous.

29,805. You say, I think, in your evidence, that farmers at present are farming at a loss?—Oh, yes.

29,806. What is the explanation you have to offer. Why do they not give up their farms?—Well, what can they do. They cannot go and live in the moon.

29,807. They could go as labourers, could they not?—I put it to you, could a man 50 years of age go as a labourer after he has been on his own farm, it may be for 20 or 30 years. I do not think he could do it.

29,808. He would get something by labouring, but he seems, according to your statement, to be going through his capital by farming?—None of us like to go down the ladder; it is up-hill we like to go. I wish to say, standing in the public capacity I do with reference to Vatson Moor, without a doubt I would be blamed were I not to tell the whole truth with reference to this matter. I can show no links, with reference to it, but since this place has been given up, another tenant of Mr. Vickerman has taken it. He did not go into this cottage to live, but the public found one morning that the roof was on fire. It was repaired. Then the person who took the holding put a cottager in this house. He brought a plough there and ploughed, and on going for it the next morning he found it was gone. The tenant who lived there says he heard people digging at his foundation at night as if they were taking the foundation stones out. He told me so last week. This man got frightened, he left and took another cottage. Then one of the tenants on the Picton estate, I think, applied to the Picton authorities whether he might give up his holding at Wooden to go there; his name is George Hilling. He went there, and he wanted to plough the land, and a man brought his plough in a cart and did some ploughing one day. The next morning, on going to continue his work, he found the wheel of his cart and the plough gone.

29,809. What is the place?—This place is Vatson Moor, which Hilling first gave evidence about. Of course, I come here in a public capacity to state fairly all round, and without

Mr. *Richard Jones*—continued.

speaking of any links. It may be said to me by Mr. Vickerman that I came here to tender evidence and did not tell all, therefore I told those whom it concerned if I came here I should relate all that I knew.

29,810. Supposing these farmers who have been farming at a loss were to give up their farms, do you think they would be taken?—Oh, yes, people will take farms if they are ruined—and they do so.

29,811. What is your explanation of it?—I do not know. There are plenty of them here present, and they had better explain it themselves. To me it is a mystery, but they will do it. They will take land, although they know it will not pay.

29,812. You find the competition very keen? Severely.

29,813. Have you any remedies to suggest to meet the competition?—No, you put a question which is too deep for me.

Mr. *Seebohm.*

29,814. Following up Mr. Richard Jones's questions, I understand you to give the reason that a farmer does not like to descend to the position of a labourer, very naturally. Is it not a fact that supposing the labourer were earning his 14*s.* or 15*s.* a week, that the farmer, although he may have found he has been farming at a loss, after having paid for his living, really is earning a great deal more than 14*s.* or 15*s.* a week on his farm?—No, that could not be, for I hear from many of them that they are losing year by year.

29,815. They are losing capital, but after having lived on the farm. To put it in another way, if I become a labourer I have my 15*s.* a week, and I know I must keep my expenses within that 15*s.* a week, but if I take a farm I expect to make more than 15*s.* a week, and if I have lived at a higher standard of living than the actual profit that I make out of my farm, I make a loss, but that loss is after I have lived?—Yes, it would be a loss. I daresay the farmer may live a little better than the labourer, and he may dress a little better, and it may be in consequence of a little superior living and dressing that his expenses may be more. But our labourers live in a very poor way.

29,816. It seems to me the answer you give is perfectly natural, that a farmer would not willingly descend to the position of the labourer. He hopes to do better, although he may not in the result of any particular year do better. That leads me to another question. Would you be in favour of anything which would entice the farmers to stay on longer as farmers in their holdings, if with superior intelligence or superior thrift or enterprise they would better themselves in other ways, say, for instance, by going into counties where there were other trades besides farming?—Yes.

Mr. *Seebohm*—continued.

29,817. I do not understand your answer then. Do you mean you would be in favour of anything which would encourage them to stay as farmers?—Yes, I would.

29,818. Will you explain why?—I think it would be a sad thing for our country to lose the farming class. I consider them the most useful of all.

29,819. There might be two countries, one of which, by a sort of hot-house legislation, increased the farming population of a nation until it was too thick, and you might have another country which did not do that, and therefore whose sons went into other enterprises, or perhaps emigrated. Would you not say that the second country was the better of the two?—I think the towns will always give attractions for decreasing the population in country places. There are certain persons who will always be drawn towards the towns, but very few are drawn towards the country from the towns. I think there would be that danger which you intimate.

29,820. It must be manifest to anyone, I think, that as you decrease the cost of production, a smaller fraction of the people are necessary in any particular trade, for instance, in growing corn, and therefore no nation could be prosperous which kept too much of its population in the position of corn producers?—I think there is no danger in that way. Some are sure to go to the towns. The country places are too monotonous for certain classes of men.

29,821. You think the natural tendency to towns is sufficiently strong to drain off that portion of the farming population which is unnecessary?—Yes.

29,822. I suppose in your district these farms are held from father to son for many generations?—Yes, I think it is a rule on the Picton estate to keep it to the family if there are no serious objections.

29,823. Is it not also found of necessity, in order to keep that up, if the old families are to retain the farms, that the number of farms to let must be very small?—Yes.

29,824. And the younger sons must almost of necessity migrate or go to some other employment?—Yes.

29,825. Then returning to the question I asked you before, you would not consider it was a good thing, by what one may call hot-house legislation, to keep the competition for these farms too great?—I do not say that.

29,826. You have admitted yourself that you wonder why people should have this land hunger—why they should go into farms when they almost know they will not pay. You state that?—Yes, I state that.

29,827. That being so, does it not show that there is either a want of intelligence or want of knowledge or enterprise to drain off sufficiently quickly those who now are wanting farms, but who ought to be doing something else?—I cannot explain why it is that everybody likes land. It is labour, and labour in a great measure without profit; but still they like it.

Mr. *Seebohm*—continued.

29,828. In the first place it provides them with a home?—Yes.

29,829. And a home with much more enjoyment and much more freedom than the ordinary labourer's home?—Yes.

29,830. So that there are many things which would entice a man to become a farmer, I think one may say. But what I mean is this. In asking for any legislation would you, looking at it from your public position, say, taking your village, that in the long run its interests would be helped by any legislation which would tempt people to cling too closely to the land, and prevent them using other opportunities of making a living, which perhaps would be better for them?—I am certainly in favour of multiplying those who live on the land. I am greatly in favour of it. I believe where persons are attached to the land, that if it can be made profitable there the greatest loyalty is found.

29,831. One question about the labourers and the three acres and a cow, which you said you were in favour of. Have you any instance in which, instead of their having the three acres in a ring fence, they join together and have a field, three or four of them, and have their dozen cows on it?—No.

29,832. Would that not be the easier thing to bring about what you wish than to divide it into small allotments of three acres?—I should say not. I never heard that view advanced before, but taking a momentary glance at it I should think not. One man's cow might eat more than another's.

29,833. We had an instance the other day of a case in which a field was let to a certain number of labourers. About four acres were allowed, if I recollect aright, to each cow, and they were charged so much a year for putting their cows in, but they were limited to a certain number. We were told that answered extremely well. I ask whether it would not be an easier way to do it than each person having his own land?—I have never seen a practical proof of it.

29,834. You consider the three acres and a cow is a better thing to go in for than arable land, as I understand you?—Yes.

Mr. *Grove.*

29,835. Do I gather from you that you consider the land, generally speaking, could carry more labour on it than it has at the present day?—Yes.

29,836. Advantageously?—Yes.

29,837. You speak for a certain district, because no tenant farmers, or very few, are coming to give evidence from that particular district?—Yes.

29,838. Is there a general disinclination to come forward and give evidence. Do we gather that?—It is one thing for a person to think, and another thing for a person to prove. I think that the tenantry in our district know that the landlords do not want them to come.

Mr. *Grove*—continued.

29,839. Do I understand that they do not come because there are no grievances that they wish to bring before us, or that they think there is a general feeling that it would be better for them not to come?—I am sure of it, that they think it would be better for them not to come.

29,840. As to the cases where those widows had notice to quit, you quote one case where there was a son 40 years of age, and of course he could do everything that was absolutely necessary for the farm, so that it was no detriment in any sense to have that farm let to a widow. You cannot say, of course, whether those facts were brought before the new purchaser of the land?—That I can say.

29,841. That it was brought prominently to his knowledge?—Yes, by the son himself. The place can be seen. It was one of the best cultivated places in the locality, and the man went to the landlord and stated it.

29,842. And he had cultivated it and brought it up to that state?—They hedged it in. It was nothing but moorland when his father went there, and they hedged it in and built a cottage and did all.

Professor *Rhŷs.*

29,843. You have not heard of any landlords in this district who have intimated to the tenants that they were quite at liberty to come before this Commission, have you? You have not heard anything of that sort?—Well, I would rather not be asked.

29,844. Have you heard of any landlords who have intimated to their tenants that they would be willing for them to come, or that they were at liberty to come. We have heard that that has been done in some parts of Wales?—Will you put that question again?

29,845. That the landlords have intimated to their tenants that they were quite free to come before this Commission?—No. There has been no intimation of the sort.

29,846. You have not heard of any landlord having done so?—No; nothing of that sort.

29,847. With regard to the plots of ground you spoke about just now; I do not think you mentioned the Small Holdings Act. Has that been taken into account at all. Have you paid any attention to that?—I have not read the Act. I am very hazy over it.

29,848. It is different from the Allotments Act?—Yes. That is where they must find one-fifth of the purchase-money, I believe—and that would be a difficulty in the way—and to stock it. Then another difficulty would be that there must be willingness on the part of the landlord as well as on the part of the tenant. Well, those are insuperable difficulties.

29,849. So far as you understand it, it is not workable here?—I have seen no proof of it as yet.

Sir *John Llewelyn.*

29,850. To go back to the year 1871, with reference to the sale of Sir Pryse Pryse's estate, I think you told us that in the case of 14 tenants the houses had been sold?—Fourteen houses or 14 cottages, because in the case of one tenant he owned four.

29,851. Fourteen cottages, not 14 owners?—Quite so.

29,852. Can you tell us how long those cottages had been built?—Yes, I think I can tell pretty well. In the case of William Davies, of Moreton, he had been a tenant for 11 years, and in the case of Mr. Norris, of Rhode Wood, now, it had been built not more than five or six years—that is, five or six years before 1871.

29,853. Who bought them. Did Mr. Vickerman buy them all?—It was bought with the estate.

29,854. Was the estate sold in one lot?—In two lots, Moreton and Trevaine. One gentleman bought the whole lot.

29,855. Do you know the Agricultural Holdings Act?—No, I do not.

29,856. That has been passed since those days?—Yes.

29,857. You cannot offer any opinion as to whether that has worked satisfactorily and prevented the evil?—No.

29,858. With regard to those widows who received notice to quit, was that confined to the year 1871, immediately after the sale, or has it continued since?—Oh no, it has not continued since.

29,859. In regard to competition for land in your district, you have told us that it has been severe?—Yes.

29,860. We also heard yesterday that it was "undue"; that is to say, there were people who were connected with Government places who applied for land, such as dockyard labourers and dockyard people?—We do not find it so with us.

29,861. It might be severe, but it would not be undue?—No, it would not be undue.

29,862. It was there called an undue competition. Then again, coming to the agricultural labourers' wages, I suppose they are paid weekly or fortnightly?—No.

29,863. How often are they paid?—I think with us—we have very few what we may call agricultural labourers—they are paid by the year.

29,864. Then they would live in the house with the employer?—Yes.

29,865. Are there many agricultural labourers living in labourers' cottages?—No, not with us.

29,866. Not many?—Not many.

29,867. I think you said you would like to see them increased, that the population was thinning alarmingly?—Yes.

29,868. And that there were fewer cottages and people on land than used to be the case?—Yes.

29,869. I think you said legislation was needed to keep the people on the land?—Yes.

29,870. And you would like to see it?—Yes, in that direction.

29,871. What kind of legislation would you like to see in regard to that?—Of course I take greater interest in the labourers. I would like

Sir *John Llewelyn*—continued.

to see the labourer's condition improved. I have great faith in the three acres and a cow.

29,872. That would imply a house as well for them to live in?—Yes.

29,873. With whose money do you think that that house ought to be built?—I should like—well, this is just what I was afraid of, Sir John, that you would lead me into deep water.

29,874. Do you think it should be the landowner, or the farmer, or the State?—The State. I think it could be done safely with good security if 50 years were given to repay the State.

29,875. Then you went on to tell us that you thought the country life was too monotonous for some men, and that they migrated off to the towns for the sake of society and other comforts?—I mean to say that I think that would be one preventitive against over-population in country districts, that we have to live a very monotonous life, and unless one is fond of books or something of that kind, he will find it very dull in the winter.

29,876. I suppose the attraction to the towns and the works district of Glamorganshire and other parts is on account of the wages?—Yes, the wages are sure to drain.

29,877. That is one attraction, and the other attraction is the society obtained by going to these places?—Yes.

Mr. *Brynmor Jones.*

29,878. One or two questions upon the point you were making as to the reason why so few tenant farmers have come before us yesterday and to day. I understand you to say that they are afraid to come forward?—Yes, I know it.

29,879. That is to say that even if they come forward and state simply what is the truth, they still fear that they may receive notice to quit on some pretext or other at a future time?—I do not know whether it goes so far as that, but I am sure that it would be disturbing the kindly relations between the landlord and tenant, but whether they would go so far as to give notice I cannot say. I hope that some would be too gentlemanly for it, but some I know would not be.

29,880. I was struck with this, that you said upon the whole the landlords in this neighbourhood were very good landlords?—I did not say upon the whole. I said some were good landlords, and we have some very good landlords who are willing for the tenants to live at their cost, and when a landlord will do that I think he is a very good landlord.

29,881. The reason I ask the question is this: it struck me there was some inconsistency between the statement that the landlords are very good landlords, and at the same time that the tenants are afraid they will receive notice to quit if they come forward to speak before us?—I say some are good landlords, but even those would rather have this Commission boycotted; I am sure of it.

Lord *Kenyon.*

29,882. With regard to that, you heard the letter I read out, I suppose?—Yes, but I maintain, my Lord, that you cannot give protection.

29,883. I do not mean that. I mean the letter I read out from the Association, saying that they did not by any means wish to boycott the Commission?—Even landlords have one voice for the public, but another for private.

29,884. I cannot look into their inner minds, but I understand they express the truth in that?—I am sure of it.

29,885. You mean the Association cannot speak for everybody?—Yes.

29,886. It speaks for its members?—Yes. If there was the willingness and the earnestness on the part of landlords for opinion to be fairly represented, and if they took as much trouble to get farmers here as they do to get farmers to the poll, there would be plenty of them here to-day.

29,887. I know it has occurred to me very often whether it might not seem intimidation if it was put the other way. I know in my own case (and the Commission is coming into my part of the world), it has occurred to me, shall I ask them to give evidence or not. Supposing I ask them to give evidence, they might think they would not like to offend, and they must give evidence such as I would like. On the other hand, if I leave the matter entirely open, and say nothing about it, but trust to their sense of what they know of my character, it might be the better way to do it. You see the difficulty. I can see that view might occur to many landlords?—I can say nothing of you, my Lord, but if the landlords of our district chose to have their tenants come here to give evidence, they could give permission, and they would be here at once.

29,888. Would it not be some intimidation to them if the landlord were to say "Go and "give evidence." Would not the tenant perhaps say, "I must give such evidence as the "landlord would like"?—I do not think so.

Mr. *Brynmor Jones.*

29,889. Has any landlord within your knowledge publicly stated that his tenants are at perfect liberty, so far as you are concerned, to come and give evidence?—No, not one, and I live there, and mix with the farmers.

Lord *Kenyon.*

29,890. Possibly it may be for the reason I have stated?—It may be.

Sir *John Llewelyn.*

29,891. There are two points upon that, that they not only might come, but they are at perfect liberty to do as they like?—Yes.

Mr. *Grove.*

29,892. You think they would come if that had been said?—Yes, I do.

Mr. *Brynmor Jones.*

29,893. Your evidence is, that the insecurity of the tenure is such that whatever is done by the landlord, the tenant feels at his heart he may prejudice his pecuniary interest?—Yes, I have been told that dozens of times, when it was known that this Commission was going to sit.

Sir *John Llewelyn.*

29,894. Do you think that the landlords want to quarrel with their tenants in these days?—Well, they do not want these sore points brought up.

Mr. *Griffiths.*

29,895. I am pleased to hear you say that we have so many good landlords in this neighbourhood, and I quite endorse that opinion, but you have given us a somewhat inconsistent account. You have given us an account of something which looks rather Irish, carrying away cart wheels and ploughs, and burning houses?—Not burning houses, burning a house.

29,896. Burning a house anyhow. I should have thought you would have taught them better morals up in that neighbourhood. I am quite surprised. Do you consider that it is the public feeling of the neighbourhood that this man Hilling had been injured by taking the farm away from him. Was it in consequence of that?—I should like to answer for myself that I think so. I would not say that the Hillings were without fault, but I think the quarrel began, in an unfair way by a gentleman; that he had no more right to go to this poor man's colliery and dictate to him, than the poor man had a right to go to his colliery and dictate to him. Therefore the quarrel was begun by Mr. Vickerman.

29,897. Are you aware that labourers in the present day will not cultivate land which is growing gorse and that sort of thing, if given to them rent free?—No, there is no such case with us.

29,898. I have it upon my own farm, and have offered the land for three years free, without any rent, if they would only clear it as I did, and not one would accept it?—I wish you would offer it to me then.

29,899. You are welcome. I will give you an acre of it. Is it not a fact that many tenants will take farms, knowing at the very time that they are too dear, but they are in hopes of some day being able to pay the rent?—That is the only reason I can give. I cannot understand any other reason.

29,900. Did any of these tenants purchase some of the plots when the land was sold?—No, they had not the opportunity.

29,901. Then you consider that very much of the capital belonged to the tenants and to the labourers which was then put into the pocket of the landlord?—Yes, that is it.

Lord *Kenyon.*

29,902. I have some questions put in by Mr. Vincent, 'Were there not collieries in or near "Begelly parish 20 or 30 years ago? Were "not the cottages now disused occupied to some "extent by colliers?"—Collieries?

29,903. Yes?—No, not since I am there.

29,904. In or near. You said there were 26 cottages less than there had been. Were some of the cottages occupied by colliers?—Yes, of course they were.

29,905. Did collieries cease to exist?—There was a small colliery at Shipping which employed a few, but there is quite work enough now, and more colliers would come into our neighbourhood now if there were cottages for them. It is not owing to the shutting up of a small pit that these cottages have been allowed to tumble down.

29,906. Were any of them occupied by farm labourers before?—No.

29,907. Never?—No. I cannot speak of every one, but in the main they would be colliers' cottages.

29,908. "Do you say that there is any demand "for cottages on the part of the Picton Castle "estate which you know"?—That workmen would be willing to go there to live, do you mean?

29,909. The question is, "Do you say that "there is any demand for cottages on the part "of the Picton Castle estate which you "know"?—Which way shall I answer that?

29,910. Do you know of any demand for cottages on that part of the estate?—On the part of people?

29,911. Yes?—I do.

29,912. You know that there are people who wish to have cottages there?—Yes, I do.

29,913. Agricultural labourers?—No, colliers, and in the case of some agricultural labourers. I would very much like to show the Commission some of the wretched cottages in which these people are obliged to live, and no doubt they would like to live in other parts.

29,914. Is that on the Picton Castle estate?—Yes, some of them are on the Picton Castle estate.

29,915. "Do you mind telling me how and "when you gave notice to Mr. Vickerman of "your intention to come here"?—I wrote a letter to Mr. Vickerman last Thursday to this effect, that I intended to appear before the Commission, and that my evidence would be of such a nature that I thought he would like to be here to answer, and that I did not like to come without being open and above board.

29,916. "Do you know anything about the "conditions of sale under which Mr. Vickerman "bought. Have you ever see them"?—No.

29,917. Do you not think that an intimation by landlords to their tenants such as Professor Rhŷs suggests would have amounted to a claim to greater authority than landlords can claim to possess. Would it not amount to giving men leave to do what they have, an absolute right to do already?—Well, I know this, that the delicacy of feeling is such as a rule between a tenant and landlord that there is no one on earth that he is more afraid of than the land-

Lord *Kenyon*—continued.

lord. It may be laughed at and sneered at, but I am sure it is right.

Mr. *Brynmor Jones.*

29,918. Even if he has a good landlord?—Yes, even if he has a good landlord.

Mr. *Grove.*

29,919. Do you mean to include agents as well as landlords in that, generally speaking?—Yes, indeed I rather emphasise it with regard to agents.

Lord *Kenyon.*

29,920. "Do you mean to say that Sir Charles "Philipps, Baron de Rutzen, Captain Brook, "Captain Allen, or Mr. Beynon, are unwilling "that their tenants should come forward"?—I know nothing of the last four. I know of Sir Charles Philipps, and all I can say is I can repeat what I have said, that so far as I know Sir Charles has given no intimation, either himself or through his agent, that he would like his farmers to appear here. That is all I can say.

Lord *Kenyon*—continued.

29,921. You could not say whether he was willing or unwilling?—No, all I can say is what I have heard from the farmers themselves. I have had much talk with them with reference to this Commission, and I have heard over and over again from their own lips that they are afraid to come. I can therefore give no other evidence.

The witness withdrew.

Mr. William Davies called and examined.

Lord *Kenyon.*

29,922. You live at Oaklands, Begelly?—Yes.

29,923. You wish to give evidence as to your own case?—Yes.

29,924. Is this your statement?—Yes.

29,925. I will ask the Secretary to read it for you.

The following statement of the witness was read:—

"In answer to the question as to whether there has been, or still is, anything in the form of tenant right or good will paid for by an incoming to an outgoing tenant on estates in my district over and above the customary valuation for unconsumed crops, unexhausted fodder, or manure, I say that the following is my own case: I lived at a farm called Moneybank, of 96 acres, 63*l.* rent, in the parish of Coedcanlas, in this county of Pembrokeshire. I improved it much by cleaning, manuring, fallowing, laying down with seed, &c., but was turned out without any compensation. I began to take steps to recover compensation under the Agricultural Holdings Act; but seeing the determined attitude of the agent, I was advised to withdraw, as the law costs would probably be more than the amount recovered if in full. So I thought prudent to drop it, and leave the fruit of my labours and money to others. Then upon the heading of religious and political opinions in answer to the question which is put: 'Do you know of any cases 'of evictions from farms for political or religious 'reasons?' I say I was asked sometime after I had entered on the tenancy to sign an agreement with stringent clauses as to repairs. No mention of any agreement was made at the time I took the farm. I said I was willing to sign the agreement if he would put the place in repair first, that I would undertake to deliver it up in that state when I left. This he refused to do. I refused to sign without. I had notice to quit as the consequence. But the real cause was I believe political. The case created much public notice at the time, about eight years ago."

Lord *Kenyon*—continued.

29,926. Have you a copy of your agreement here?—No; it was taken back.

29,927. Do you remember what the clauses were which you objected to?—Not particularly; only it included everything.

29,928. Everything of what nature?—From a pane of glass to all the repairs on the farm.

29,929. You had to repair everything?—Yes.

29,930. That was the clause that you objected to. Was there any other clause?—All the clauses were objected to with the exception of one; but that one was crossed out.

29,931. What grounds have you for saying that you think the real reason was political?—There was a vestry meeting held in the neighbourhood, and friends sent to tell me: "Do not "attend that vestry, or else you will have "notice;" but I did attend, and it was the only vestry meeting I attended in my life. I happened to be the speaker on one side, and the agent the speaker on the other side, and in a very short time, that is actually after that, the copy of the agreement was sent to me, and the very first Michaelmas after the copy was sent to me I had a notice.

29,932. What was the vestry meeting about?—School rates.

29,933. Is there a school board in the district?—No.

29,934. Did you wish to establish a school board—was that it?—I do not live in the neighbourhood; I live 10 miles from there now.

29,935. I mean to say when you attended the vestry I suppose you lived in the neighbourhood?—I lived in the neighbourhood.

29,936. Then was it a question of establishing a school board or not?—No, it was a question of rate to support the National School.

Professor *Rhys.*

29,937. That would be a voluntary rate?—Yes.

Lord *Kenyon.*

29,938. I do not quite see what reference this has to tenant right. You say that you did not recover compensation under the Act?—No.

29,939. You were advised to withdraw. Were you advised by a solicitor or by whom?—Oh, by friends that knew more about farming, and knew more about the Act than I knew.

29,940. Did the agent say your case was a good one?—Yes.

29,941. Had you kept the accounts?—I had them then. Of course I have destroyed them after I have been upset eight years. I had the accounts then, and even the agent came to the house to examine the accounts.

Mr. *Grove.*

29,942. What amount did those accounts show that you had spent in the improvements you are speaking of?—I was living in the neighbourhood, and I was in receipt of about 70*l.* a year, and for the first three years I was in this place I sank that amount in the place.

29,943. Then do you consider that you spent 210*l.*?—No, about 195*l.*

29,944. When you made those improvements did you give notice to the landlord or did you get his consent as you were supposed to do under the Agricultural Holdings Act?—No.

Lord *Kenyon.*

29,945. I do not think they were matters that required consent.

Mr. *Richard Jones.*

29,946. The laying down of the permanent pasture required notice. Were you aware that it was necessary to give notice to the landlord and to obtain his consent?—No, when I was improving the land and meant to live and die on the place.

29,947. Who was your landlord?—No, it was the agent I went to, I ought to say, and I am sorry to say it, that he is not here to defend himself. He is dead. But I want to exonerate

Mr. *Richard Jones*—continued.

the landlord and the present agent. I have had the offer of the farm back with the full consent of the landlord by the present agent.

29,948. Have you named the landlord. Who was the landlord?—Major Stanley.

29,949. Then you think that Major Stanley was not aware of the circumstances under which you left the farm?—Well, yes, he was aware of them, because I spoke to him myself.

29,950. Did he make any explanation to you?—Not exactly, but the agent probably was too strong for him. I suppose there are gentlemen here who can bear me out and say that that is a fact.

Mr. *Griffiths.*

29,951. How long after you became tenant were you asked to sign this agreement?—About six or nine months. He intimated first of all that I would have to sign an agreement, but that there was nothing in it, only that I would not be allowed to sell neither hay nor straw—it was only a matter of form, and I said that I would sign that because I did not believe in selling either.

29,952. How soon after then were you called upon to sign this agreement?—After being there about two and a half years, because at the end of the third year I had a notice.

29,953. And you had laid out very much of your money in improving the farm, I suppose?—I laid out all that I was in receipt of for those years.

29,954. Can you bring anyone to prove it. You see those are matters of account; can you bring anyone to prove the value of it?—My valuer when I entered and the one that I selected as a valuer when I left are present, and the present agent is present. I do not believe that one of them will say a word contrary to what I have expressed.

Mr. *Brynmor Jones.*

29,955. What was the date of this vestry meeting?—About two or two and a half years after I took possession; to be exact, in February 1884.

29,956. How long after the vestry meeting had you notice to quit?—In September 1884.

The witness withdrew.

Sir Charles Edward Gregg Philipps called and examined.

The Witness.

29,957. I only ask leave to intervene at this moment, my Lord, in order to explain that the feeling which I had with respect to mentioning the Land Commission to the tenants was exactly that expressed by your Lordship, namely, I felt it was a delicate matter to tell the tenants that they might come before you, for I felt

The Witness—continued.

distinctly it would be giving them a leave to which they had every right, and that it would be insolence on my part to give them a leave which the law already gave them, and which I feel perfectly confident any who knew my character would know that I should never abuse in any way whatever.

Sir *John Llewelyn.*

29,958. You are a member of the Landlords' Association?—I am.

29,959. So that, that letter really emanated from your association itself?—Exactly. I am on the executive of that association.

Mr. *Grove.*

29,960. And you have a knowledge of that letter, when it was penned and written?—I am afraid that very sad circumstances prevented my being at the meeting, but I acquiesced in it. That was the simple and sole reason which I wished to explain.

Mr. *Brynmor Jones.*

29,961. I should say that what appears to me is this, that the landlord's discretion as to sending a tenant is so very great that something more is required, or might be required on the part of the landlord; that is the point, something in the nature of an assurance that so long as the tenant speaks the truth you would not be indisposed to his coming before the Commissioners?—I think, Mr. Brynmor Jones, I may say at once that I have expressed an opinion to others that there were many tenants whom I should be extremely glad to see here, but I felt a delicacy about mentioning the subject even to them. I had a feeling of delicacy in mentioning the matter in any way whatever, because I have always felt, I am glad to say, that even with tenants who have differed in politics or in any way whatever from me there have always been the most friendly relations that are possible to exist between landlord and tenant.

29,962. It is a pity that that letter of the association is not more widely known; it was read by Lord Carrington at our very first sitting, but I should be glad if it were more widely known, because it has an important effect?—I think so, too; I quite agree in that.

The witness withdrew.

Mr. D. Richards called and examined.

Lord *Kenyon.*

29,963. Are you a tenant farmer?—Yes.

29,964. You wish to give evidence under various heads. Have you a statement prepared?—I have a statement.

29,965. I think if you would read it it would be the quickest way?—The first evidence I have to give, my Lord and gentlemen, is with reference to a holding which I held in 1859, and another holding that I was the fourth generation brought up on. I took this small holding, containing about 30 acres, at the request of our landlord to the other farm that I enjoyed, of the name of Gernos.

29,966. What was the size of that other one? 200 acres.

29,967. Then there were 240 acres altogether?—Somewhere about that. A lot of it was very poor land and mountainous, by the sea shore. Concerning this small holding I took a lease of it for 14 years. It was a farm that had been run out; nothing whatever would grow upon it but weeds. Many and many a time have I sown corn and never reaped it. It contained about a dozen small fields of, it might be, an acre or an acre and a half, and some might be two acres in extent. The farm buildings were entirely in ruins, and on that condition the landlord pressed me to take it to our holding. The rent was not high, but it was quite high enough for such land on the top of the sea shore. I promised to pay 19*l.* a year rent for this land.

29,968. For 30 acres?—For 30 acres. You may say there were 15 acres of them which were worse than nothing—worse than useless. In the first year of my tenancy of that farm I spent—shall I state the facts as I have them noted down here?

29,969. Yes, please?—In the first case I spent upon a cowhouse and cottage, and a little farm that was for an under-tenant, 60*l.* I was allowed

Lord *Kenyon.*

40*l.* for that by the landlord. Then 40 perches of new stone fences at 4*s.* 9*d.* per perch of 8 yards, digging and carting, 3*s.*, that makes it up to 7*s.* 9*d.*; that cost me 15*l.* 10*s.* These were of a different nature attached to the farm. Another 10 perches ditto, they are all stone fences, 3*l.* 17*s.* 6*d.*; ditto, 15 perches, 5*l.* 16*s.* 3*d.* Then mending old fences, 10*l.* Fallowing and and other cultivation on 14 acres, at 25*s.* per acre; that was a very low charge, 25*s.* per acre; lime for same, shell sand, what we used to get from the sea shore, six boat-loads of that at 15*s.* per load. Then, the second year, reclaiming and fallowing 10 acres of land, at 25*s.* per acre, which brings the whole lot of that little holding to 149*l.* 13*s.* 9*d.* within two years. That was after four years had run of that lease of Gernos, the farm I was brought upon, and on which I was the fourth generation there, and built every house, and there were fresh houses built when the lease went out, all fresh houses; and it was only four years of the lease of this small holding that had run by this time. We had a valuation on this farm at Gernos when the old lease went out, and the landlord asked me if I would give up the lease on the small holding, Pengraig, and I said, yes, if I was to be a tenant of the other. Well, it was valued between the two. Then the rent of Gernos was 10*l.* My family has been living there something over 84 years.

29,970. What was the size of it?—Close on 200 acres.

29,971. And the rent was 10*l.*?—10*l.* When my great grandfather, whose name was David Rees, of Granant, took the farm the people said in the neighbourhood at the time—this is quite a fact which is known—he had taken Gernos and the rent was 20*l.* and there was another little farm belonging to this and he put that farm to

Lord *Kenyon.*

a sister of my grandfather, and it was said that David Rees, my grandfather, had taken that farm at 20*l.* rent and he would never pay for it. That was the remark made when he took the farm. Of course my grandfather lived there and had eight or nine children there, and I was the grandson that lived some years afterwards there. I am going to another holding now. In Michaelmas 1862 the old lease of Gernos expired and a new lease was granted for 100*l.*, a 21 years' lease optional every seven years.

29,972. For 100*l.* a year?—Yes, for 100*l.* a year. I had objection to the exceptional terms of the lease and did not like it very much. They said "It is only a matter of form. It is "a matter of law too if he likes," thought I. I thought the farm was of a very hilly value, so that reluctantly I signed the lease as it was—optional every seven years. I am going now to some of the most certain facts concerning this place and the expenditure I made there. I was a young man then, full of energy, and I went in then headlong for good farming. In 1863 I built a new outhouse at a cost of 35*l.* In 1865 I built another at a cost of 25*l.* 10*s.* In 1866 another which cost 18*l.* In 1875 (that comes now to the fourteenth year of my tenancy at this place) I renewed the stable at a cost of 30*l.*, and I had only the pleasure of that stable during the six months in the winter. Then here again I put up new fences to the extent of 20 perches at 7*s.* 9*d.*, all stone fences, which amounts to 7*l.* 15*s.* Thirty-five perches of bank fences (that is made up of earth), that cost 4*s.* 6*d.* per perch, and that amounted to 7*l.* 17*s.* 6*d.* Ditto 15 perches of stone fences at 7*s.* 9*d.* per perch, 5*l.* 16*s.* 3*d.* Forty acres of mountain furze land cleared in the course of 14 years—I consider the first cost of that 2*l.* 10*s.* per acre, and I have been many times that I would not plough an acre in a week. That brings down the cost on this holding to 238*l.* 18*s.* 9*d.* With the outlay on the other holding, Pengraig, it brings the cost to 398*l.* 12*s.* 6*d.* Many items of permanent improvements I have not mentioned, such as two dozen stone gate posts and many other little things which I did not put down.

Sir *John Llewelyn.*

29,973. Might I just ask you to give me the date; the old lease was out in 1862, when the new lease began?—Yes, Michaelmas, 1862, the old lease of Gernos expired.

29,974. Are these items which you are giving us items of outlay before that or since that?—Since that. In February 1876, that is the very year that I laid out 30*l.* on the stable, I received a notice. When consulted it was a notice for 20*l.* advance in rent, to which I objected and left.

29,975. That is 14 years after 1862—the end of the second period of seven years?—Yes. I have a short statement to make again concerning the last holding I was in. I had not learnt the lesson well enough in my last holding.

Mr. *Seebohm.*

29,976. Do we understand that the rent was raised 20*l.*?—I left because it was, and took another holding. Now, I am going into that matter with your permission. Then I took a farm of the name of Cwmgloyne, containing 325 acres at first when I took it.

Mr. *Grove.*

29,977. At what rent?—At 35*5l.* rent, taken without agreement, repairs promised, nothing done but little in the first year of tenancy. This will be a short statement, but all facts. Farm entirely out of condition—as many as four white crops taken—all the straw and corn were sold by auction the last two years in succession, and no manure made. Roads so much out of order that they could not be travelled over; previous tenant carting through the fields; large outlay in improving the roads; had to leave after 15 years' tenancy owing to bad state of the buildings. My wife and son narrowly escaped with their lives through the falling-in of the loft.

Professor *Rhŷs.*

29,978. When was that?—That is three years ago.

Sir *John Llewelyn.*

29,979. Fifteen years after 1876—that would be 1891, would it not?—Yes, three years ago I left. My wife had a compound fracture of the leg, which laid her up for eight months.

29,980. Owing to the falling of this building?—Yes. It laid her up for eight months, and made her a cripple for life. My son also was laid up for eight to ten months. He was under 18 bags of wheat when I had him, but of course the wheat was not on him or else it would have killed him. All I have to say concerning this is I had to leave without compensation for improvements or for damage. The land was brought to a good state of cultivation, and it could carry close on double the stock as when I entered. I have nobody here to bear out those facts, but I think there are gentlemen in this room who can testify to them—that the farm was well-managed when I left.

Mr. *Grove.*

29,981. Did you tell us how much you spent in improvements on that second place?—I did not spend much, you may depend.

29,982. How much?—I did not count it.

29,983. You did not keep an account?—I did not keep an account. I had to fallow the farm, 300 acres, all over it in five years except 80 acres of pasture land.

Mr. *Seebohm.*

29,984. Why did you leave?—Owing to the bad state of the buildings.

Lord *Kenyon.*

29,985. Why did you take this second farm?—I was obliged to take the farm to get my living.

29,986. I mean you knew it was in a bad state?—I knew very well, but I had a lot of growing-up children and I speculated just for them. That is one reason.

29,987. Could you not get another farm?—Not one that would suit me.

29,988. Did you not complain about the buildings when you took it?—I did complain and the master promised.

29,989. He promised he would do something for you?—He did. I do not mean to blame the landlord much. He could not do it, it may be; the landlord is very heavily mortgaged. I do not mean to say anything against him; the landlord is a gentleman all through; he is very heavily mortgaged.

29,990. He had not much to spend?—I never had but the best respect for him.

Mr. *Grove.*

29,991. Did you call his attention specially to the condition of the land?—Not specially, because I thought it was safer than anything about. I always thought that safe because I had as much corn on it many and many a time and more than I had at the time it went down. There was no granary in the place. I then was obliged to make the best I could of the empty rooms that were in the old mansion.

Lord *Kenyon.*

29,992. Have you any other statement to make?—That is all the personal statement, I think, my Lord.

29,993. I think we have a great many witnesses to call. Shall I go through this with you so as to cut out what we have heard already?—Very well, my Lord.

29,994. I do not want to interrupt your evidence at all, but there are some things which we have had before us yesterday and it is hardly worth repeating them I think. Do you think that Nonconformists and Liberals are at any disadvantage in obtaining farms?—Is that question put to me?

29,995. Yes, I see you have mentioned that subject here?—I do not think it is so to a great extent. There are cases that I could prove, but I do not think that is the case very much.

29,996. Are the majority of farmers Nonconformists?—The majority are this side and the other side.

29,997. Do you know of any cases of hardship or anything of the sort. Have they come before your notice?—Do you mean with regard to Nonconformists?

29,998. Yes, of a case in which a man has been treated unfairly, do you know anything of that sort?—Well, not much. I have no case to mention.

29,999. What I want to know is whether you have any concrete case, a definite case. Do you think agents are specially trained for their purposes?—Not as a rule, my Lord. Lawyers are good enough, but I do not think they are fit to be agents.

30,000. You object to lawyers being agents?—Unless they have been trained; they are hard chaps to deal with.

Professor *Rhŷs.*

30,001. They would be harder still if they were trained, would they not?—Yes, they would.

Lord *Kenyon.*

30,002. Have you a copy of your agreement?—Of my present agreement?

30,003. Yes?—I have not, but I have nothing to complain of in my present agreement.

30,004. You do not think the rents of the smaller tenants are any higher than those of the larger farmers you say?—I do not think they are in our district. I know of some small holdings there that are rather cheaper than the large ones, some of them.

30,005. There is a case you mention in your statement of Lower End Town?—Yes.

30,006. Is there anything special with regard to that that you wish to say?—It shows how land is getting up, and that it is getting up to its more than normal value.

30,007. It was taken on a lease rented at 200*l.*?—Yes, at 200*l.* rent.

30,008. When the lease expired was the rent raised?—Yes, there was an allowance for drainage. The lease expired and it was sold, and then the rent was raised to 340*l.* and tithes. In 1880 it was let to a new tenant at 350*l.* In 1886 the rent was raised to 375*l.* and tithes. All those raisings are within a short period.

30,009. Do you know the farm?—I do.

30,010. Do you think it is much too dear?—I do.

30,011. Then you know several other cases?—Yes, Llwyn Gwaddon in the same parish.

30,012. And Penback?—Yes, I can tell you about those if you like to question me.

30,013. They are all much the same—they have been raised. Then there is one at Pentroydin fach?—Yes, the rent was raised too.

30,014. Then there are some in Llandewi parish too?—Yes, there is a farm there of Fron in Llandewi Velfry. That is right abreast of my holding.

30,015. Have there been temporary abatements?—There is an abatement of 50*l.* in two years at Fron. It is a farm which is rented at 200*l.*

30,016. There has been 50*l.* allowed in two years out of 200*l.*?—Yes.

30,017. You think the place is valued too high, do you?—Very high for any man to make a living.

30,018. Is the man there still?—He is still there. He is too much attached to the old home, he says, to leave.

Lord *Kenyon*—continued.

30,019. Do you know of any cases of rents having been reduced permanently?—Yes, I can state one at present, namely, my present holding. It has been reduced a little since the tenant was there, but then I suppose it is so much less value too. The landlord himself farmed it for many many years and farmed it to a very high state of cultivation worth it may be 50*l.* or 60*l.* a year more rent then, and there were good times also then.

30,020. Do you think the cultivation of farms is as good as it was?—Generally it is, but there is an exception to it. There is more land now under grass by three-quarters than there was.

30,021. You say that most landlords in these districts have contracted out of the operation of the Agricultural Holdings Act?—Mostly.

30,022. But they cannot do so except that one clause—clause 33 I think it is—the clause about the notice?—I could not say anything with regard to that Act. It is not a bit of good to South Wales.

30,023. It is not made use of?—It is not made use of—we cannot make use of it either. There are two great points.

30,024. What are they?—One thing is the cost of the Law Courts and the landlord's counter-claim. When the landlord makes a counter-claim, even let it be ever so small, we must go to a court, and the court costs, it may be, more than what the farmer claims. Another thing is there is no feeding of cattle on cake in the neighbourhood to a great extent. There is an exception to that rule; but it is not done as a rule, although we consume all our corn on the farms. Before you can make any improvement under the Act, you must get the consent of your landlord, and the farmer generally sees that is too much trouble to go in——

30,025. Do you mean it is too much trouble to go and ask for his consent?—No, for an improvement I think; permanent improvements ought to be done by the landlords, and the tenant should have security for his labour. That is what I should like to see in our land—some kind of security to the tenant for the labour he puts in the land. Now the landlord has reaped all the benefit of my labour all through my life so far.

30,026. Have you anything to say with regard to railway rates?—They are very high about this neighbourhood; so much so that we cannot send our produce abroad to compete with other countries as we should. I do not see why the English farmer, or the Welsh farmer should be charged higher than the foreigner. I know they compete with us very tight in every other way. I think when the railroad again goes to favour them the tenant farmer and the landlord too are in the same place—it is hard upon us.

30,027. How about the labourers; are they well off?—Pretty well off; but I should like to see them better off.

30,028. Is the cottage accommodation pretty good?—Middling; I cannot say it is over good. In some cases they are very good, but there is a great scarcity of labourers in the land. I am very lucky; I have my own children to labour for me so far.

Lord *Kenyon*—continued.

30,029. When do you think the depression began?—Well, it began as far back as the eighties, and it has never given over, with the exception of one good year perhaps. There have been three very very bad years, and we have never seen the like, one following the other, and one is going worse than the other, I am afraid.

30,030. You mean these last three years?—Yes; in the seventies the times were exceptionally good, and almost all the farms were risen in that way, except in the case of some lenient, good landlords who left their tenants alone. There are also some farms in the parish of Llandewi Velfry, where the same rent exists now as there was 100 years ago, and they are making a good thing of it, even in these hard times.

30,031. Have you any other remedy to suggest besides the improvement of that Act?—I should like to have a law that could protect the tenant for his outlay on another man's land. I do not know how to get it of course. Some will say security for tenure, that would be very well; but I think it would be a very good plan if farmers could buy their own farms; it would give them a new spirit to find if they could get Government to give them a mortgage at a reasonable rate—3½ per cent. say.

30,032. Do you think they would rather pay the mortgage than the rent?—Yes, they would. Of course they would have the inducement of working on their own holding.

30,033. They would be working for their own holding, and for their own property?—For their own interest, and their children's interest.

Mr. *Griffiths.*

30,034. The buildings you speak of were all built at your own expense?—Every house that was at Gernos—every single house that was there. There was only a small cottage when my grandfather took the farm. He took the farm to his own holding—he had a farm adjoining it—a farm of his own.

30,035. Did you appeal to the landlord for payment for the improvements you made upon it?—What was the use. He knew it very well—no, I could not claim it. That was years ago.

30,036. I do not think you gave us the name of the landlord, did you?—I cannot give it, but I believe he is across the other side.

Professor *Rhŷs.*

30,037. Where do you mean?—In the higher world, sir.

Mr. *Griffiths.*

30,038. When you left the farm did you get notice of advance of rent?—I had notice to advance the rent 20*l.* a year, and, instead of paying

Mr. *Griffiths*—continued.

that advance I left the farm and took the other holding.

30,039. Do you pay wages to your children?—Nothing whatever, only they get a little clothes.

30,040. How many have you?—I have six at home.

30,041. How many boys?—Two boys and four girls.

30,042. Do you find them very useful?—Of course I do.

30,043. Do you think you would be able to pay your rent if you had not them?—I do not think I could, and I could not these last two years because the times have been so very bad. I work as hard myself as any one does.

30,044. Do you think that more labour could be employed upon farms if there was something to pay the labourers with?—Yes, I think double the labour ought to be employed on the farms, and the farms would pay for it too if farmers had the capital.

30,045. The farmers have not got the money to pay them?—No. I really believe that our little island, if every inch of ground is properly farmed, would support us, or very nearly—at least, I have done about the same myself on some lands—produced more than double the quantity.

30,046. Do you think if tenant farmers were able to purchase their farms, and get a reasonable mortgage for them, they would be able to pay out that mortgage in time?—I do, if they had a reasonable mortgage. I do really believe they could pay it up.

30,047. Do you know of any instances where farmers have purchased their holdings that they have farmed them better than those who are merely tenants?—Many instances. I know there are a lot of small proprietors up in the north part of Pembrokeshire, and they have been multiplied now these last few years; but they are under a great disadvantage. They bought their farms too dear, and the mortgage again is too high, so that they cannot carry on as they ought to, and as I should like them to. That is a burden on them.

Mr. *Richard Jones.*

30,048. I suppose there would not be any desire amongst farmers to purchase their holdings if they got security of tenure?—Well, I do not think there would be so much then. What I have felt since I began farming is that I wanted some security in respect of the labour I did on the land. That is what I think is very much needed.

30,049. I will just follow up that question of Mr. Griffiths' with regard to the labour of your children. I think you said you do not pay them wages?—Not direct wages

30,050. Now it has been repeatedly stated by the agents and also by the landlords that if the children do not receive wages they are started in life on new farms. I will just ask you this question: which would it be best for your children, to be out in service at other farms or

Mr *Richard Jones*—continued.

to go and start farming on the money which you have stored for them. Which do you think they would have done best?—Decidedly on earning wages of course; but then there is this preference; they can have a day now when they like—they are almost their own masters; if there is a ploughing match or a fair or anything of that sort, they can go to it, and besides, there is a family circle, and there is a great tie in that. Of course, I mean to say every farmer will stretch his utmost when one of his children is setting up in the world to do his best for him, especially after he has been working his best days with him I mean. I have two children married; one lives in Worcestershire, and I wish there were more of them there; and there is another living up in North Pembroke.

30,051. But are you prepared to say that so far as their future prospects are concerned they would be better in service?—Yes, they would if they behaved themselves as they do at home—far better too.

Sir *John Llewelyn.*

30,052. Are you in a farm now?—Yes.

30,053. In spite of your previous experiences?—Yes.

30,354. Who is your landlord now?—R. S. Shield, Esq., who lives close by Narberth.

30,055. It is three years ago since you went into that farm? I am going on there three years now.

Professor *Rhŷs.*

30,056. Have you lived mostly in the English parts of Pembrokeshire?—I was brought up in the Welsh.

30,057. Do you speak Welsh?—I do, better than English.

30,058. You have come to live among the English now?—They are "shippris" where I live—mixed.

Mr. *Griffiths.*

30,059. Do you consider that your son who went to Worcestershire is doing better than he would have if he had been farming in this part of the country?—Yes, I do. My daughter lives there, and they do a great deal better.

30,060. You think the land is let cheaper?—The land is let cheaper, and there is not so much competition for it.

Lord *Kenyon.*

30,061. Is it arable?—A deal arable

30,062. Hops?—Yes.

Mr. *Grove.*

30,063. And orchards?—Yes.

30,064. There is fruit grown?—Yes.

Mr. *Griffiths.*

30,065. That 398*l.* 12*s.* 6*d.*, which you mentioned just now, would be a very nice little sum

Mr. *Griffiths*—continued.

to set up another to farm with?—A very nice little sum indeed.

30,066. But you cannot get at it?—It is spent on that land.

Mr. *Richard Jones.*

30,067. You say, I think, that the people are mixed; that there are some English and some Welsh in your neignbourhood?—In my present neighbourhood.

30,068. Do you find that the Welsh tenants are more attached to their homes than the English?—I have not been long enough amongst them to give a proof of that. I know this much, that the Welshman is too much attached to his home; I know that through experience. He ought to be ready to emigrate anywhere, and I would be competing against the English farmer now if my wife would have followed me when I had notice to leave that Gernos through advance in the rent.

30,069. Is your wife a Welsh woman?—She is thorough Welsh.

Mr. *Richard Jones*—continued.

30,070. And unwilling to leave her home?—Yes, unwilling to leave her home. She loves the old Welsh too dear to leave her home to go anywhere.

Lord *Kenyon.*

30,071. I have a question to put to you which has been handed up by Mr. Vincent. He says, "I understand that you complain that you "entered a farm to find that several white crops "had been taken, and the farm generally "exhausted?"—Yes.

30,072. "Do you not think it would have been "better if your predecessor had been under a "stricter agreement?"—I do.

30,073. He also asks another question, "Did "not your landlord become bankrupt, and you "fall into the hands of the trustees?"—I did, but I do not blame the landlord in the least.

30,074. Have you anything further to say?—Nothing particular.

The witness withdrew.

Mr. JOSHUA WATTS called and examined.

Lord *Kenyon.*

30,075. You are a farmer at Longlands, Wiston?—Yes.

30,076. Are you living there now?—Yes.

30,077. You wish to give evidence as to your own case?—Yes.

30,078. Will you tell us what you wish to say please?—What I have to complain of is that I had my rent raised in 1885.

30,079. What was the rent previously?—The rent previous to that was 98*l.*

30,080. And the acreage?—143 acres.

30,081. And it has been risen to?—To 110*l.*

30,082. Did you complain?—Yes.

30,083. What answer did you get?—I will read this letter.

30,084. You are under Lord Cawdor?—Yes. The letter is as follows:—"Longlands, Wiston. "March 9th, 1885. T. T. Mousley, Esq. Sir, "I feel very uneasy since my last rent day "when given to understand that my rent is to "be raised 15*l.* a year, which I consider unfair "and have no chance to pay these bad times. "I considered that I was figured up pretty well "before. My wife was born at Longlands, and "she would like to die there. Her father laid "out hundreds of pounds in building and other "improvements at Longlands, for which there "was nothing taken into consideration in Hall's "valuation in 1863. Now, Sir, I beg to call "your attention to the fact that I pay up to "the full amount of Hall's valuation, a rise from "64*l.* a year to 98*l.*, that is a rise of 34*l.* a year, "and that for 22 years will amount to 748*l.* "In 1872 I had another rise of 6*l.* 8*s.* 4*d.* tithe "or rent charge. That for 13 years will "amount to 83*l.* 8*s.* 4*d.*; including rent and "tithe it will make a sum of 831*l.* 8*s.* 4*d.*, which

Lord *Kenyon*—continued.

I was always under the impression was to "meet the expense of the repairs done at "Longlands. At any rate, my rent is risen "40*l.* 8*s.* 4*d.* a year since Hall's valuation, ex- "clusive of the 15*l.* which I hope you will "never enforce, and I do consider that a "handsome rise on 143 acres of common land, "15 of which is not worth 2*s.* 6*d.* an acre, "neither is it capable of any improvement. I "am prepared to lay before you tradesmen's "bills to the amount of over 80*l.* which I "have paid out of my own pocket for build- "ings and repairs done at Longlands ex- "clusive of all haulage for the whole of the "repairs done there. Now, Sir, I believe if you "would kindly give my case your careful con- "sideration it would have the desired effect. "I am, Sir, your obedient servant Joshua "Watts."

30,085. That was the letter you wrote. What was the reply?—The reply was as follows:—"Stackpole, Pembroke. 11th March, 1885. "Dear Sir, I have all the Longlands' particulars "before me—and considering what has been the "recent outlay on your premises, I cannot alter "my figures, as proposed for your future rent. "Yours faithfully, T. T. Mousley."

30,086. What was the outlay that he speaks of?—The outlay was not a great deal. I had a cowshed built for 15 cows—that was all that was not there before—and roofed. There were some two or three houses roofed, the walls of which were built by my father-in law.

30,087. What did they spend—500*l.* or 600*l.*?—No, I should not think that.

30,088. Did you write any further letter to that?—Yes. I asked him about it at next rent

Lord *Kenyon*—continued.

What I have referred to was in February. At the August rent I paid him the rent and he received 49*l.* on account and I said "Pardon me, "now have you anything against me as a tenant?"—"No, I can assure you, Mr. Watts "I have nothing whatever, I think very highly "of you as a tenant" he took his glasses down [*illustrating*]—he did not seem to want to talk, but I will give you the words he said verbatim. He said, "When did you see your brother last?"—I said I have not seen him these three months. Then he said, "Did you see Mrs. Lewis, of "Slebech, out there, Mr. Watts?" "I do not "know her," said I. That was another tenant who came in. Then he said "I will settle you "up in a very short time." The settling of that was a notice to quit. [*The witness produced the notice to quit.*]

30,089. You need not read that; that is the notice to quit?—I wrote to him the following letter, "Longlands Wiston, Haverfordwest, Oct. 20, 1885. T. T. Mousley, Esq. Sir, I am anxious "to have an interview with you about my farm. "Would you kindly propose a day when you "could see me on the point and where. If I "could see you at Carmarthen or at Pembroke "it would be a great saving to me, as I am "afraid I could not contain the journey all the "way down to Stackpole, as I am not at all "times sound on my feet." Then there is a letter of the 21st October 1885, written in answer to my letter. "Dear sir, I do not know "that you need to take the trouble of meeting "me anywhere. If you wish to retake your "farm as from Michaelmas 1885, I beg to offer "it to you at the yearly rent of 110*l.* To this "you can send me a written reply." And I did so; and that is what I complain of now—that "I am not entitled to the abatements the same as the other tenants. There have been some abatements made in the rents. Of course my rent was risen, and I do not have the fair play as they do.

30,090. Did you send any further reply to that?—I sent a reply to accept it, of course.

30,091. You accepted the terms?—Yes, I accepted it.

Mr. *Seebohm.*

30,092. But you have not had a reduction?

Lord *Kenyon.*

30,093. Have you had whatever abatement there was—10 per cent.—given you?—Yes; but the first abatement was in 1886; that was 20 per cent. abatement. August 17th of the same year, 10 per cent.; and February 18th, 1887, 20 per cent.; August 18th of the same year, 10 per cent.; February 15th, 1888, 20 per cent.; August 17th of the same year, 10 per cent.; February 16th, 1893, 10 per cent.; and August of the same year, 10 per cent.; and on February 28th now past, 10 per cent. By that 10 per cent. reduction it makes my rent 10*s.* more.

Lord *Kenyon*—continued.

30,094. How do you make that out?—I was raised from the old rent.

30,095. I understand—it is 10*s.* more than the original rent?—Yes.

Sir *John Llewelyn.*

30,096. In addition to that I think Lord Cawdor took the tithes upon himself, as we were told yesterday, did he not?—Yes, in addition to that.

Lord *Kenyon.*

30,097. How does your farm bear comparison with the neighbouring farms?—Well, pretty fair.

30,098. Is it higher or lower?—There are some higher and there are some lower. I consider that I have lost altogether by this job—having my rent raised in 1885—154*l.* 16*s.* 0*d.*, which is the total with the abatement; and if I am a tenant of Lord Cawdor I should like to sail in the same boat as they all do. I have nothing to complain of only that I am not treated the same as other men.

30,999. What I want to get from you is whether your rent was higher in proportion or lower in proportion than the neighbouring ones?—There are some that would be cheaper—a good bit cheaper.

30,100. Then you wish to say nothing further?—No.

Sir *John Llewelyn.*

30,101. The landlord paid for the buildings, did he not, for the last improvements?—Yes, he paid for the buildings, but I have built a good deal on my own account.

Mr. *Grove.*

30,102. The landlord pays the tithes, does he not, now?—Yes.

30,103. Do you know how much that comes to on the rent—about?—6*l.* 8*s.* 4*d.* the tithe was.

30,104. Because we have had it in evidence yesterday, I think, that the tithe equalled 7½ per cent. upon the rent?—Yes.

30,105. So that if you get 10 per cent. abatement, and the tithe, that is 17½ per cent. abatement upon the rent as it was a few years ago, is it not?—Yes, I suppose somewhere about that.

Mr. *Seebohm.*

30,106. Have you any explanation of why the rise was made?—Nothing, except the landgrabbers—the land hunger; they like to have a farm well tilled. We have some in our neighbourhood that could not live an hour on Irish soil.

Mr. *Griffiths.*

30,107. Do you think it would be a good thing to have some court to appeal to or some place to appeal to?—I should think that something of that sort would be better than as it is

Mr. *Griffiths*—continued.

30,108. Mr. Mousley told us yesterday that he had no difficulty in settling with all the tenants. I suppose that is the way to settle—to advance the rent and make you pay?—Yes.

Mr. *Griffiths*—continued.

30,109. Did you improve this land at all?—Yes, certainly. I have laid down thousands of loads of earth and dung in these last few years. I could give you pretty nearly the quantity too.

The witness withdrew.

Mr. William James called and examined.

Lord *Kenyon.*

30,690, 073*a*. 30,110. You are Mr. William James, of Stubbleborough?—Yes

30,111. You are a tenant of Lord Cawdor's?—Yes.

30,112. You wish to give evidence as to the raising of your rent, do you?—Yes.

30,113. When did you become a tenant?—I joined my mother about 15 years ago as joint tenant.

Sir *John Llewelyn.*

30,114. Was that on your father's death?—He died in the year 1860.

Lord *Kenyon.*

30,115. Your father was tenant there before, was he?—Yes.

30,116. He was tenant, and you say up to 1863 the rent was 52*l.*; is that so?—Yes; my father died in 1860. In 1862 the land was valued.

30,117. What is the size of the farm?—133 acres odd.

30,118. The rent in 1860 was 52*l.*; the rent in 1863 was risen to 72*l.*; and in 1872 5*l.* more was added for tithe?—5*l.* 0*s.* 6*d.*

30,119. Which was not paid before?—Just so.

30,120. How was that? Had the landlord paid the tithe before?—The landlord paid it previous to that. We did not pay the tithe regularly; we paid it if it was a good summer; if there was a little depression we did not pay it; it was not called up.

30,121. In 1885 another 3*l.* was added; what was that for?—That is what I cannot say. I asked Mr. Mousley what was the reason that he should have risen the rent, and his reason was that no man has his farm over 21 years for the same rent; but I knew that was a falsehood on the face of it.

30,122. Do I understand that the rents are not the same for over 21 years?—That rents are the same on some estates upwards of half a century, while my farm has been raised three times in 22 years.

Sir *John Llewelyn.*

30,123. What is the rent now?—75*l.*

Lord *Kenyon.*

30,124. It has been reduced again, has it?—Yes, it has.

30,125. The tithe has been taken off?—Yes. I may mention that this last rise has just been swept away lately—this last week.

Lord *Kenyon*—continued.

30,126. Do you consider that the farm is too dear now?—I do.

30,127. Is it poor land?—Yes.

Sir *John Llewelyn.*

30,128. Were any grounds given to you for the rise in rent of 20*l.*, from 52*l.* to 72*l.*?—Nothing; the land was valued at that time.

Lord *Kenyon.*

30,129. Were any large improvements with buildings made at that time?—Not at that time; the improvements that were made at that time were made by my father.

30,130. When were improvements made by your father?—Some years before he died.

30,131. That would be previous to his death in 1860?—Yes.

30,132. Lord Cawdor takes the payment of tithe upon himself now, does he?—Yes.

30,133. What reason was given you for the 3*l.* reduction of rent last week?—Oh; I had been agitating to get it off.

30,134. You had been asking to get off the 3*l.*?—Yes.

30,135. Had you asked for a larger reduction than that?—No.

30,136. And that has now been given?—Yes, after six months of agitation.

Mr. *Seebohm.*

30,137. Was the rent day last week?—Yes.

30,138. So that what you mean is, that the last rent was reduced by 3*l.*?—Yes, this rise of 3*l.* that was put on in 1885.

30,139. Did he take it off for the past half year?—Yes, for the past half year.

Mr. *Richard Jones.*

30,140. Is it the general custon on the Stackpole estate to raise the rent indiscriminately every 21 years?—No.

30,141. What was the explanation that was given to you when the rent was raised that 3*l.*?—What I have already stated. I will repeat it again. I asked him what was the reason that he raised the rent, and he said that no farmer has his farm for the same rent over 21 years, or something to that effect.

30,142. That no farmer pays the same rent for 21 years?—For over 21 years.

Lord *Kenyon.*

30,143. I suppose he said he thought the farm was cheap, did he?—Well, he differed from what I did.

Mr. *Richard Jones.*

30,144. Are we to understand that the other farms on the Stackpole estate are raised in rent?—No, only two or three; that is where the grievance comes in, that is the cause of my appearing here to-day before this Commission, because we think that we have been wronged and slighted.

30,145. Some two or three of you?—Some two or three.

30,146. What are you; are you a Nonconformist?—I am a Nonconformist.

30,147. What are these others; are they Nonconformists?—Churchmen.

30,148. You can assign no other reason—no reason at any rate—why you should be raised 3*l.*?—Well, I cannot satisfy myself, unless it is that land-grabbers have been applying; I have no reason—I cannot give any definite reason whatever. We are in total darkness to get at the reason.

Mr. *Griffiths.*

30,149. By whom was the land valued?—By a gentleman of the name of Mr. Hall.

30,150. Where from, do you know?—No, I do not.

30,151. Was he a regular land valuer?—I could not say.

30,152. Did he walk over the whole length of the farm?—Well, I cannot say. I was very young at the time; I was not more than five or six years of age.

Lord *Kenyon.*

30,153. That was in 1862?—In 1862.

Sir *John Llewelyn.*

30,154. May I ask what you mean by "land-grabber"?—Land hunger I should think.

30,155. Do you mean to say that there are people who would go to the agent and bid high, to try and oust the sitting tenant?—If they thought there would be any chance—if they thought he would be likely to give up the farm.

30,156. Do you think they would be likely to be successful with Lord Cawdor?—I should hope not.

30,157. A man would hardly be likely to go behind the back of the sitting tenant to try to get him out by offering a higher rent; is that what you meant by a land-grabber?—I should think something to that effect.

30,158. Do you think that is done in this country at all?—Oh yes, I believe so.

30,159. You think it is done?—Oh yes.

30,160. Do you think it is successfully done?—In many instances undoubtedly, if they offer more rent.

30,161. Can you give me any instances?—I could not remember just now perhaps a special case, but it is my opinion there are applications sent in, especially if they hear that any man is agitating for a reduction of rent.

30,162. If a man is agitating for a reduction of rent he would go to his landlord?—Yes, and others would go as well.

Sir *John Llewelyn*—continued.

30,163. And then what would happen, do you consider?—The tenant has to give the old rent, or else has to leave.

30,164. You think that the old tenant would have to leave even if the same rent as he had paid up to that time was offered by somebody else?—Undoubtedly.

30,165. You think it would be so?—Yes.

30,166. Do you know any instances where that has been done?—Yes, I do, but I should not like to mention them now.

30,167. Do you think any such instances have happened on Lord Cawdor's estate?—Yes.

30,168. You think so?—Yes.

30,169. Can you give instances?—I could, but I should not like to do it.

Mr. *Griffiths.*

30,170. Are you of the same opinion as Mr. Watts, that it would be a good thing to have some means of appeal to some person or persons to settle this question of rent between you and your landlord?—Yes.

30,171. That is when you cannot agree; in many cases it would not be required, but you think it would be well if there was such a method of appeal in some cases?—Yes; I believe if there were such a thing this would not have happened to us.

Mr. *Richard Jones.*

30,172. I think you said in your statement that you did not think Lord Cawdor would turn you out when another farmer applied for a farm and offered a higher rent?—I do not know. I believe that if the farmer did not give his rent he would have to go.

30,173. But yet he would demand the higher rent, you think?—The landlord would bring that on as an argument. He would tell him that he had another person who would give the rent, if not more.

30,174. Do you think that Lord Cawdor would take advantage of that position?—Well, I should not like to answer that question, although I possibly could.

Sir *John Llewelyn.*

30,175. He did not take advantage of that position in regard to your own case. You can speak with regard to that?—No, he did not in that respect.

Lord *Kenyon.*

30,176. You got the reduction that you applied for?—Yes.

Mr. *Griffiths.*

30,177. Can you mention any case where the tenant has had to leave because he could not have the rent reduced?—I know one case—one of those that had the rise in 1885. He has left, anyhow.

30,178. He would not pay the rent that was demanded of him?—Well, he did not pay it for a few years.

Mr. *Richard Jones.*

30,179. Do you know whether the tenants on the Stackpole estate are generally satisfied?—Oh, yes, I believe they are, and so were we before the last rise, perfectly satisfied, and very proud of our landlord.

30,180. When was this last rise made?—In 1885. In 1885 it was enforced, I believe. We refused to pay it for a year or so, but we had notice that we had to pay, and the consequence would have been that we should have had to leave, I suppose.

30,181. Was that rise made after a valuation?—No.

30,182. Was it a general rise on the whole estate?—Only two or three, as I before said.

Mr. *Griffiths.*

30,183. I suppose you and your landlords are on the best of terms, except on this question of rent?—Oh, yes. Of course we never quarrel, because we never see each other.

Lord *Kenyon.*

30,184. I have a question sent in by Mr. Vincent, "Do you mean to say Lord Cawdor "has made no expenditure or improvements on "your farm within your memory"?—I do not. He has made very much improvement, but not more than in other places, if so much—some places of the same rent.

30,185. Have you anything to complain of in the way of your buildings?—No, nothing whatever.

The witness withdrew.

Mr. JOHN BEYNON called and examined

Witness.

My Lord, I have no connected statement to put before you These are merely the answers I sent to the Landowners' Association, and I was not aware at the time I did so that it would lead to my being called upon to give evidence. As far as my own estate is concerned I shall be very happy to give any information you wish.

Lord *Kenyon.*

30,186. Thank you; that is very useful to us. You are the owner of the Trewern estate?—Yes.

30,187. Four thousand acres or thereabouts?—Yes.

Professor *Rhŷs.*

30,188. Is Trewern the name of the parish?—No.

30,189. What is the name?—The two estates are the Trewern estate in the parish of Llanddewi Velfrey, Pembrokeshire, and the Manoravon estate in Carmarthenshire.

Lord *Kenyon.*

30,190. Some tenants have a right of pasturage have they?—Yes; I do not know exactly what it is. They have a right of pasturage on the Carngoch Common, and on the Black Mountains; but I believe they run a few sheep and ponies on them.

30,191. Have you given any abatements?—For the last two years I have given abatements at each half-year's rent, and occasionally before, but I have told all the tenants that I thought the day for abatements was passed, and that we ought now to go in for permanent reductions; and on every farm that I have, except on the home farm at Manoravon, to which 30*l.* was added in lieu of the tithe rent-charge, the tenants have been informed that they may have their holdings revalued if they wished. I may here say that when I let the farm of Manoravon four years ago I let it at 100*l.* a year below the parish valuation for rating. On the rest of the property the whole of the tithes have been remitted as permanent reductions on rent. The tithes remitted last year amounted to 148*l.*, and other permanent reductions of rent that I have made have amounted to 248*l.* 10*s.* 0*d.*, making altogether 396*l.* 10*s.* 0*d.* since 1890. That represents as nearly as possible 11 per cent. on my rental. All of the tenants have been informed that any one who gives a fair reason for thinking that his farm is too highly rented may have it revalued during the present year. Out of 45 tenants, only one has applied for a valuation.

Lord *Kenyon*—continued.

30,192. What was the result in that case?—In that case a man sold his farm in 1887 to my predecessor for 2,500*l.*, and he has continued on the farm as a yearly tenant at a rent which barely pays 2 per cent. So far as that part of his holding is concerned, I think he has no ground for an application for a valuation; but he also holds some other grazing land, which is some of the finest grazing land in the Vale of Towy. He has it at 55*s.* an acre, free of rates and tithes and everything. I think that, deducting the outgoings, I must get less than 2*l.* 5*s.* 0*d.* an acre for it, which I consider is very fair; but I promised him that I would look into that part of his taking during the coming spring, when I shall have an opportunity of seeing it.

30,193. Have you any leases?—Well, there are two leases on the Manoravon estate, one of which has not yet been signed; that is the Manoravon home farm; and the other will expire next Michaelmas.

30,194. That will be renewed, I suppose?—The tenant came to me about two months ago and asked permission to select a tenant who would give him the value of the whole of his crop and stock. It was to avoid making a sale there at Michaelmas. I said of course I must find out whether any of my own old tenants would like to have it, and one of them did take everything at a valuation. He gave him 1,220*l.* for it. The man pays only 110*l.* without any tithes.

Lord *Kenyon*—continued.

30,195. You say in 1892 some farms were revalued?—Mr. Davis, of Frood Vale, a man of very great experience in the whole of Wales, valued nine farms. The total of the old rent was 625*l.* 10*s.* 0*d.* The valuation by Mr. Davis came to 594*l.* 10*s.* 0*d.* plus tithes. I have remitted the tithes, which brings it back of 573*l.*, which is considerably below the valuation of 1892.

30,196. Have you left the rents as they are?—Oh, they have been reduced, some of them. The farm that I was speaking of, Newfoundland, I found on Mr. Davis's valuation was 20*l.* too high, and I at once knocked off the 20*l.* There is another farm, Glantowy, the old rent was 150*l.* It was valued at 142*l.* 10*s.* 0*d.* plus tithes; and I have let it at 140*l.* free of tithes, but of course on the understanding that I am not to be asked for temporary abatements again. Of course another valuation may become necessary in time.

30,197. You say the rents were raised in two cases on the expiration of three-life leases?—That was in my father's time.

30,198. Are there many three-life leases?—They are all gone now. The bulk of them expired somewhere about 1858, I think.

30,199. The land is a mixture of sheep land, grazing, and arable, mostly grazing?—Yes.

30,200. Any evictions?—There have been two cases in my time. One, the first year I got the Trewern estate, was the case of a man who had let the farm go to rack and ruin, and, acting upon very good advice, I gave him notice. The farm was afterwards taken, with several other parts attached to it, and it was let for 365*l.* a year, tithe free. It had been previously let for 365*l.* The man got into very intemperate habits and became bankrupt. Then another tenant came and offered 400*l.*, provided I would do certain buildings. I spent about 700*l.* upon that. One of the conditions of his agreement was that he was to reside himself personally on the farm. As soon as I had enlarged the house and put up the buildings, I wrote and inquired whether he was prepared to carry out that arrangement for the following Michaelmas. He said, no. He tried to foist upon me a son, who I thought would make a most undesirable tenant; in fact, poor fellow, he has been in a lunatic asylum several times since, and is there now. I refused to take him, and I said, "Well, "if you do not choose to carry out the terms "of your agreement, you must go."

30,201. Have any tenants become insolvent on your estate?—There is the one I just mentioned.

30,202. Any long periods of tenancy?—I know there is one man on the Manoravon estate—whether his family had been there before him or not, I do not know, but I know he has been on the estate for 53 or 54 years.

30,203. Do they provide for their families, and establish them in other parts?—Yes. This man has three sons out in large farms; one of them is a tenant of Lord Dynevor's, another of Lord Cawdor's, and the third had a large farm somewhere in Breconshire.

Lord *Kenyon*—continued.

30,204. Has there been any purchase of holdings?—By the tenants you mean?

30,205. Yes, by tenants in the district?—In the neighbourhood?

30,206. Yes, in the neighbourhood?—Yes. I should imagine considerably more than one-half of the land which has been offered by auction of late years has been purchased by tenants. I can give you an instance. Sir Owen Scourfield sold, a couple of years ago, a great many outlying farms, and, I believe, in every case the tenant was the purchaser.

Sir *John Llewelyn.*

30,207. Were they given the right of pre-emption?—Yes. About 18 months ago another estate in my neighbourhood was sold by auction at Whitland. It consisted of about 1,600 or 1,800 acres, and, perhaps, ten or a dozen farms. Every farm was bought by the tenant by auction, except one, and that was bought by a man who had been a tenant there; and the purchase money exceeded the reserve price by 2,400*l.*

30,208. Was that money borrowed?—That I am not in a position to say. However, they must have had something, or else they would not have been able to purchase; they could not have borrowed the whole of the money on mortgage.

30,209. You do not know that?—No; but the men had the reputation of being well-to-do.

Lord *Kenyon.*

30,210. Can you give us your expenditure on improvements?—I cannot give it you exactly, but I have no doubt since the year 1860 I have spent upon the Trewern estate very nearly, if not more than, 4,000*l.* Since 1890 I have spent on the Manoravon estate 525*l.* 10*s.* 0*d.*; and I shall have to spend 1,000*l.* on it this year. I have got to put up a new farmhouse, entirely new buildings, upon a pretty good large farm.

30,211. What do you consider the interest on money invested in land?—One farm, which was purchased by my father in 1851, pays 3 per cent., and the repairs on that farm cost about 600*l.* Another I bought in 1870, in which I made rather a lucky bargain; it had been offered for sale by auction two or three times, and no purchaser found; and I bought it by private contract. That pays me 4 per cent. Immediately I gave the tenant a lease upon it. That lease expired in 1892, I think, or 1891. I offered him a fresh lease at the same rent. He said he did not want one, and he is still in the farm now, at the old rent, except that his tithes have been remitted.

Sir *John Llewelyn.*

30,212. He is there as a yearly tenant?—As a yearly tenant.

Lord *Kenyon.*

30,213. Have you considered any remedies for the bad state of things?—I think the best thing is to let well alone. If the land is permanently depreciating in value, it will find its own level. I think the less interference between landlord and tenant the better. There may be some slight alteration required—I am not prepared to say what it should be—in the Agricultural Holdings Act, but beyond that I think a Land Court would be more dangerous to the tenant than it would to the landlord.

30,214. When do you think the depression began?—It began to be severely felt here about eight years ago. I entirely fail to see why a Land Court should be necessary in Wales and not in England, where the depression has been of much longer duration and much more severely felt.

30,215. Do you know of any cases of sub-letting?—Not on my own estates.

Mr. *Richard Jones.*

30,216. Practically you are challenging a comparison between England and Wales?—Well, no. I say what is sauce for the goose is sauce for the gander; and if we have to have a Land Court in Wales, I do not see why we should not have one in England too.

30,217. You talk about depression that is felt in England. Have you read Sir Michael Hicks Beach's evidence before the English Land Commission?—No, I do not think I have.

30,218. In his evidence he stated that his rents had been permanently reduced 50 per cent. Do you know of rents being permanently reduced in Wales to that extent?—No, I do not, and I hope I never shall hear of it either.

30,219. With regard to repairs, you say I think that you will spend 1,000*l.* on the Manor-avon estate this year?—Yes, I am afraid it will be quite so.

30,220. Do you propose to charge a percentage on that?—No. These are all old buildings that have fallen down. It would be different if I was putting up new buildings in addition to what was there when the man took them. I might then consider whether I should charge interest or not; but there are old dilapidated buildings which require entire renewal, or else the farm would be unlettable.

30,221. In one of your first statements you said that if the tenants were dissatisfied with the reductions made, you were quite willing to submit to a valuation?—Perfectly.

Mr. *Richard Jones*—continued.

30,222. Would you be willing for the tenants to appoint a valuer to meet your valuer?—I think we had better agree upon one man.

30,223. Are you willing for the tenants to have a voice in the matter?—I should say: "My valuer would be Mr. Davis, of Frood Vale, "or Mr. Rule Owen," and I should say, "Which "one will you have?" They are the two most experienced men in Wales—at least, they have had longer experience, I believe, than any other valuers in Wales.

30,224. But do you not think it would be a matter of justice to give the tenants at any rate a voice in the matter?—I do not think it would ever come to a valuation. I think if the man was reasonable, we should come to an arrangement without a valuation at all.

Mr. *Seebohm.*

30,225. I did not quite understand whether the percentage of 3 per cent and 4 per cent. on these estates was the percentage of interest after or before the expenditure of the 5,000*l.*?—Oh, before.

30,226. Is it that they had not let at anything like that before?—No; not if I take out what I spent in repairs.

30,227. You could not tell us at all what it would be if you took that out?—No, I could not at the moment.

30,228. I thought it would create a wrong impression if you said 3 and 4 per cent without reckoning the outgoings?—That was my meaning—the farms paid 3 and 4 per cent. before the outlay.

Mr. *Grove.*

30,229. You do not get many changes, I suppose?—Well, there is one farm and one farm only on which there have been a great many changes. That is the farm I spoke of just now. I am afraid it has been partly my fault, for thinking myself wiser than my father and my grandfather, and making the farm too large for the present country; and also there is another reason why it should not be a large farm; there is not sufficient land there to grow roots.

30,230. You gave an instance where three sons had gone away and taken large farms in another district?—Yes.

30,231. Do we gather from you that you think that was from money which had been saved by the father or the grandfather?—That is really what I cannot answer. He has a very cheap farm I know, and he has been there a long time.

30,232. He has been fairly successful?—Yes.

The witness withdrew.

Mr. JOHN LEWIS, of Blaen Cilgoed, Narberth, called and examined.

Lord *Kenyon.*

30,233. You wish to give evidence as to reducing the charges on land?—As to reducing the public charges on land.

30,234. What is your occupation?—I am a farmer, occupying my own land.

Lord *Kenyon*—continued.

30,235. A tenant farmer?—No, I farm my own property. I want to reduce the charges on land so as to put the producers of food in this country on the same footing as foreigners. Secondly I want the basis of assessment for Poor

Lord *Kenyon*—continued.

and other rates to be the same for land which produces food as it is for the growth of forest trees. The landlord not to be charged income tax on what it costs him for collecting rents. All buildings and agricultural fixtures put up by the tenant for the purposes of agriculture and trade, which shall have been erected by him at his own cost and expense, to be the property of the tenant, and shall be removable by him, provided in making such removal he does not in any way injure the land or buildings belonging to the landlord, or otherwise, to put the same in like plight and condition, or as good plight and condition, as the same were before the erection of anything so removed. The tenant to have the right to remove all fruit trees planted by him on the same conditions.

Mr. *Grove.*

30,236. With regard to fruit trees, do you consider the climate suitable for the growth of fruit?—Oh yes, there is a good deal of fruit grown in this country in some of the vales.

Lord *Kenyon.*

30,237. What do you mean by reducing the charges on land? You must put them somewhere?—Well, the rates, and so on, and the income tax.

30,238. How would you levy them?—Take the charges off land—just the same as Goschen has done. He relieved local taxation. Anyway, only leave us free. Put us on the same footing as the foreigners. They pay nothing for producing so much food for this country, and we have got to pay about 25 per cent.

Lord *Kenyon*—continued.

Mr. *Richard Jones.*

30,239. How would your proposal work with respect to fruit trees?—If a tenant plants them, it is only right he should take them away; that is all.

30,240. Would they grow if he took them away somewhere?—He should have the right to take them away. They ought not to become the property of another man who never spent a sixpence on them. It is some satisfaction if he can merely sell them for firewood. It is only the justice of the case that I am looking at.

Lord *Kenyon.*

30,241. Would not that be rather dog-in-the-mangerish?—It would; but I have been a tenant farmer for 30 years, and have found no fault with my rent and yet I think it a tenant's right.

Mr. *Richard Jones.*

30,242. You think a reasonable landlord would pay to have the fruit trees?—He would pay. Then the tenant would not have to go hat in hand and beg for payment; he would go as a matter of right. I do not think it is well to make people too dependent.

The witness withdrew.

Adjourned to to-morrow morning at Haverfordwest.

THIRTY-EIGHTH DAY.

The Shire Hall, Haverfordwest, Pembrokeshire, Thursday, 8th March 1894.

Present:

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart. (in the Chair).

Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhŷs, M.A., LL.D.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederic Seebohm, LL.D., F.S.A.

Mr. T. E. Morris, Acting as Assistant Secretary.

Sir *John Llewelyn.*

Gentlemen, as it was stated in the evidence yesterday by one witness, and by one witness only, that it was considered that there were some tenant farmers in Pembrokeshire who had been prevented from coming forward to give evidence which otherwise might have been laid before the Commission, I desire to recall what was said by the Chairman of this Commission, Lord Carrington, in opening the proceedings at the first of our sittings. His Lordship explained that there has been an Act of Parliament passed for the protection of witnesses, and the Commissioners are determined to do all in their power to make that Act effective. We desire, without any favour on either side, to hear any witness who chooses to come and give evidence without any fear or favour. As I say, there is protection to witnesses under the Witnesses Protection Act; if that Act is insufficient to protect the witnesses that is not our fault. We desire to make the Act as efficient and as effective as it can be made. There is a further passage which I am desired to read in Lord Carrington's speech, referring to a letter which had been received from Mr. Vincent on behalf of the Landowners' Association. He said: "On behalf of the Landowners' "Association of South Wales and Monmouthshire,

Sir *John Llewelyn*—continued.

"I offer my respectful thanks for permission "given to make this brief statement. It is con- "cerned with the following points: First, the "Association, albeit young in point of time, re- "presents a large number of landowners "possessed of great and small estates, and I am "expressly instructed to say that it is the desire "of this Executive Committee to afford all pos- "sible assistance to the Commission towards the "common object of discovering the truth. Se- "condly, an idea appears to prevail in some "quarters that this Commission exists for the "purpose of bringing contentious issues either "between political parties or between landlords "and tenants as opposed to one another. The "corollary to this wrong idea is the suggestion "that, in some form or another, tenants who "offer evidence may suffer resentment from their "landlords. On the part of my Association, I "am instructed to repudiate this idea absolutely "and to say that, apart from the fact that wit- "nesses before Royal Commissions have abundant "protection, it is the desire of the owners com- "posing this Association, that every witness "should give evidence with a feeling of absolute "security that he will not suffer in any way."

Mr. T. Rule Owen called and examined.

Sir *John Llewelyn.*

30,243. You are, I think, Mr. T. Rule Owen, of Haverfordwest?—I am.

30,244. You desire to give evidence generally upon the various heads into which we desire to inquire, and of which we have issued a list?—I do.

30,245. The first of those, I think, is with regard to your own position and personalty. Would you kindly tell the Commission your position?—I will. I am agent for several estates in South Wales, and have for over 40 years practised as a land agent and valuer in Pembrokeshire. I am a Fellow of the Surveyors' Institution, and Diocesan Surveyor for the Diocese of St. Davids. I acquired my knowledge of farming in Lincolnshire, between the years 1851 and 1855, and subsequently in Pembrokeshire. I may say, incidentally, that I

Sir *John Llewelyn*—continued.

have valued about two-thirds of this county, either for letting, rating, sale or mortgage purposes, and have business connexions as valuer in all parts of South Wales.

30,246. Do you speak with regard to certain special estates?—I am prepared to speak more particularly with regard to those estates for which I am either in part or wholly agent, or with which I am connected in divers ways. Among those I may refer to the Picton Castle Estate, about 23,000 acres or thereabouts, the Penty Park Estate, comprising 2,500 acres or thereabouts, the Withybush Estate, comprising 2,000 acres or thereabouts, and other similar property if necessary, or if I am called upon to do so.

30,247. In regard to the ownership of land in this district, do you speak to various

Sir *John Llewelyn*—continued.

tenures?—I am prepared to speak to some. In answer to one of your questions as to, in what manor, honour, or lordship is the land in which I am interested situate, I have given you more particularly the description of it. I may say there is a question also as to the extent of such manors. I do not propose at all to touch upon anything with regard to manorial rights, because there are others more competent in this hall to deal with them, such as the stewards of the manor, and gentlemen of that kind. I may merely mention that the owners of the Picton estate are lords of several manors, but as I am not a steward, I prefer your getting the evidence, if necessary, from those who can speak more accurately.

30,248. Can you speak especially with regard to Letterston Common?—I am prepared to do so, because I enclosed it myself. Letterston Common, in the parish of Letterston, was enclosed between the years 1856 and 1864, under the Enclosure Act. Parts sold to pay expenses of enclosure, and the remainder allotted to adjoining farms, to which the right of common was previously appurtenant. The enclosures of this common, in some parts of it where taken in hand by the superior landlord, resulted certainly in improved productive power of the land. In other parts it is in much the same state as formerly.

Mr. *Grove.*

30,249. What was the total acreage of that?—I should think there must have been about 260 acres altogether.

Professor *Rhŷs.*

30,250. High ground mostly?—It is a high level ground. I daresay I might say 400 or 500 feet above the level of the sea, but level ground generally, and not mountain ground as far as regards the greater part of it.

30,251. Overrun with gorse or marshy?—Decidedly poor land, overrun with gorse, and some of it marshy. The next question is "Were "recreation grounds or allotments for the use "of the labouring poor apportioned. If so, how "used at present"?—Yes, there is a piece of recreation ground marked out by me, and it still remains as it was then.

Sir *John Llewelyn.*

30,252. Has it been useful to the public?—Merely as a recreation ground. It is in the middle of the village, and used by the boys of the school and for other purposes. I believe fairs also have been held on the same plot.

30,253. I suppose when you say it remains as it was, you mean that no money has been laid out in smoothing it or improving it. Is that what you mean?—Not to my knowledge. It was a piece of fairly good land, in fact, the only good piece in the whole common.

30,254. It has been useful to the inhabitants as a recreation ground?—Very much so.

30,255. Has it been used as a recreation ground by them?—Yes.

Sir *John Llewelyn*—continued.

30,256. Then it has in fact been used for the purposes to which it was devoted?—Yes, there were no squatters' cottages.

30,257. The next question is as to sheep runs?—As to sheep runs, I may say generally that sheep runs, such as have come before you in North Wales and in the mountainous part of South Wales, do not exist in this country, the mountain land almost invariably being part of and belonging to the adjoining owners and enclosed.

30,258. Private property, do I understand?—Private property. The next question is as to the rents of adjoining farms. Such open mountain land would be worth from 6*d.* to 1*s* per acre, dependent on situation and quality. The general condition of sheep farming I should say was good.

30,259. Then with regard to the management of the estates?—It is difficult to lay down a rule as to this. Much depends on the capability of the tenant. The question to me is not quite clear—perhaps it is my stupidity—as to its meaning; but presuming that it refers to the effect upon cultivation or management of farms under small or large owners, my answer is I think a sufficient one. As to absentee or resident landowners, in the case of a good tenant I fail to see that it would make any great difference to an incompetent tenant the landlord's presence might increase his chances of removal. I am of opinion that "absenteeism" is for many reasons most objectionable, but I am happy to be able to state that in Pembrokeshire it is very exceptional. Then as to "where there is a "difference of either language, politics, or religion "between the landlord (or agent) and the "tenant (or proposed tenant)." After a long and extensive experience I do not find that the difference of language, politics, or religion has any compromising effect on the relationship between tenants and their landlords or agents, and I state it as a fact that with regard to Pembrokeshire it does not influence them in their choice of tenants. As a corroboration of this I positively state my belief that two thirds of the tenants of this country hold different religious views from their landlords.

30,260. We have heard some divergent views about the capacity of the agents. What is your experience about agents?—Well, as an agent, I am rather diffident as to saying very much on that subject. But I may say this, in answer to your question, "Where agents are employed, "have they received any special training for "the supervision of agricultural land? If not, "is there any inconvenience or hardship expe-"rienced?" Some of them, at any rate the supply of qualified men is quite equal to the demand. The Institution of Surveyors has, and is, doing good work in educating young men for the business of land agency and land valuation, and now no one can become a fellow or associate without passing a stiff and critical examination in agriculture. I may mention that I have been since its foundation one of the fellows of the

Sir *John Llewelyn*—continued.

Surveyors' Institution, and one of the debaters occasionally.

30,261. May I ask upon that whether complaints have come to your knowledge as to the incompetency of agents?—No; I have never had any made to me. The next question is as to occupation. "What is the usual date of "entry?" That stands as Michaelmas in this country always. Farms are let sometimes on leases, principally from year to year. Then as to the question as to demand for leases, there is not that demand for leases that there was formerly. I have never known unwillingness on the part of a landlord to grant a lease to a good and substantial tenant. During the last few years tenants have not cared to bind themselves to pay fixed rents for a long period, and many (especially on the larger estates) consider themselves quite as secure under a yearly tenancy. As to the condition of the leaseholders, and whether their farming is superior or the contrary to that of the yearly tenants. I should say that it was entirely dependent upon the character and capabilities of the tenants. As to changes of tenancy, I see no increase or decrease in the number of changes. On most of the Pembrokeshire estates the tenancies have continued and still are in the same families who have occupied the lands for generations. Where changes have taken place, they have often arisen from the family dying out or its sole representative seeking larger and better farms.

30,262. While you speak upon the family question, is it usual that some relative succeeds?—They are always, on the estates that I have to do with given the first offer at all events.

30,263. Or removing to a larger farm?—Or removing to a larger farm.

Professor *Rhŷs.*

30,264. And as a matter of fact, I suppose in the majority of cases the family does come to terms?—Almost always.

Sir *John Llewelyn.*

30,265. And in the case of removing to a larger farm, yesterday one of the points that was raised was the natural desire of a man to move upwards rather than downwards. Do you think that the tendency generally has been for a tenant to move to a larger farm, and the labourer or a smaller farmer to move into his farm, or do you think there have been many instances of farmers going down from larger to smaller farms, or out of farming operations altogether?—Almost invariably to better and larger farms.

30,266. Do you think that many of the labouring class have been enabled to take farms?—I have known many instances of it.

30,267. So that the tendency is an upward tendency?—It is decidedly.

30,268. An improving tendency rather than a decaying tendency, in your opinion?—You mean as regards the tenants taking more land.

30,269. Yes?—Yes.

Mr. *Grove.*

30,270. Do you consider that that still applies up to the present day?—I have no hesitation in saying that there is no difficulty even at the present time in letting farms at fair and reasonable rents, and if they are let at those fair and reasonable rents, my remarks which I have previously made would apply to the present time as well.

30,271. But still I suppose you consider that there is a considerable wave of depression over the country this last two years?—Oh, most certainly.

Sir *John Llewelyn.*

30,272. Now with regard to hardships, have you known cases of hardship?—Not on any estate with which I have had connexion, unless traceable to the tenant's own negligence or misdoings, or for which he has been wholly responsible. As far as regards resuming possession of any land taken out of a field, either for planting building, or other purposes, there is always an allowance made to the tenant for the piece of land that is taken. That is an invariable rule. "If damage is done to the land in timber cutting, "is the tenant compensated." With myself, and in the case of most properties, I believe, the usual custom is to make the purchaser of the timber responsible for any damage to fences or fields, or to landlords or tenants by felling or carting away. I always, when it is sold on property I have to do with, invariably get an agreement signed by the purchaser of the timber to do those acts which I have stated. As far as mining, brick fields, and quarries are concerned, the same applies. I say, yes in the few cases they have occurred. "Agreements and leases. "What are the usual conditions of tenancy." The agreements generally are pretty much the same, but if you wish to see a copy of an agreement, which is in very general use with me, and more particularly on the Picton Castle estate, I will give it to you (*producing agreement*). "Are any of the clauses "considered oppressive? What effect have "they on cultivation?" I do not think any of the clauses are oppressive, and as far as they have come under my observation, they are beneficial.

30,273. The question is rather, whether the clauses are considered oppressive. Do you think that any of the clauses are considered oppressive?—No, I do not think that any of the clauses in the agreement that I have handed to you, and which I generally adopt, are at all oppressive.

Mr. *Richard Jones.*

30,274. I see you have stated that they are beneficial, beneficial to whom?—I think beneficial to agriculture generally; that is to say, to the tenants and landlords, and that if a tenant acts up to the clauses in his agreement, it will be better for him and better for the landlord. I think they contribute, as far as the agreement

Mr. *Richard Jones*—continued.

that I have handed to you goes, to good farming.

Sir *John Llewelyn.*

30,275. Are there any penalising clauses in that agreement?—Yes.

30,276. Are they enforced?—I have never known them enforced.

30,277. You have never known them enforced?—Never.

30,278. We have heard in evidence that they are inserted against a very bad tenant in case such a man is found. Is that your opinion?—You will see what the clauses are. In that agreement which you have, I fancy there is a penalising clause as to breaking up old meadow land.

30,279. You have had no very bad tenants?—I have never had a tenant who has dared to do it, for his own sake as much as his landlord's. "Are tenants usually given a copy of the agree-"ment or lease, or if Welsh-speaking, are their "contents explained to them." Most certainly, and if asked for, a copy of the agreement is given them to take home and consider. If a Welsh tenant (I mean a tenant who speaks little or no English, the latter being an exception in Pembrokeshire), he generally brings a friend who can speak English; that is, if the landlord or his agent cannot speak Welsh.

30,280. When you say that a copy is given to the tenant is he charged for the copy?—Certainly not.

30,281. Is it given in every instance?—In every instance where it is asked for; and if not, it is always read by me or by someone in my office to them. Generally they have brought a second party with them, for safety's sake I suppose. Rent varies according to locality and soil. Where fixed by me also I take into consideration distances from railways and markets. Then I am asked whether the rent is usually fixed at a gross sum, or at so much per acre. It varies in different localities, generally at so much an acre.

30,282. You have had a large experience in valuing land?—Yes.

30,283. When you fix these rents is that done after a field-to-field visit and valuation?—A field-to-field visit, and not only visit, but a field-to-field valuation sent in. I have never made a valuation in which I have not done that. As to the rent, it is usually fixed at a gross sum, or at so much per acre; it varies in different localities, but generally at so much per acre.

30,284. Do you consider that there is much uniformity in the rents of land of similar quality in the neighbourhood?—Some are cheaper than others.

30,285. Is that divergence very marked?—In some cases it is.

30,286. With regard to the smaller tenants, is the rent of the smaller tenantry higher per acre than on the larger farms?—In many cases partly consequent on the greater proportionate expenditure that has to be made by the landlord in building and partly by the greater competition for small dairy farms.

Sir *John Llewelyn*—continued.

30,287. Can you give us the usual rent of average lands of different qualities in your district, that is to say on upland and lowland farms?—It is extremely difficult to say with certainty, as no county has a greater dissimilarity of soil. I should say that from 5*s.* to 10*s.* per acre on upland farms and from 10*s.* to 20*s.* on lowland farms would be about an approximate calculation. Of course in very favoured situations and circumstances or for what is called accommodation land much higher rents are obtainable. Taking out mountain and common lands I should put the average of Pembrokeshire at from 16*s.* to 17*s.* per acre.

30,288. But you told us that common lands are not common, I mean there is not much common land in the county?—I explain that in my answer to the next question. I am asked, "Is the right of pasturage over a "common, &c., taken into account when the "rent is fixed?" Occasionally. But the common lands in this county are generally of so little value that that would not materially affect the rent.

30,289. Are there any services other than payment of rent rendered by tenants in respect of their farms?—In old leases they were very common, but scarcely ever heard of now—the carriage of a load of coal and one (or two) couple of fat hens at Christmas—both of which are too small to take into consideration in the calculation of rent.

30,290. How is the rent fixed?—Generally on the basis of a valuation.

30,291. Is that valuation followed by any proposal to the tenant?—Where it is fixed on the basis of a valuation, as far as my experience goes, I have never had any difficulty in letting to a Pembrokeshire tenant at the valuation which I have put upon the farm. Where it has been by private treaty I have always found, as far as my experience goes, that a mutual arrangement is generally arrived at satisfactory to both parties.

30,292. Is that usually by private treaty?—Generally by private treaty, I should say.

30,293. And sometimes by some other means?—Not upon any properties that I have to do with.

30,294. Is it in your knowledge that sometimes there has been a tender made?—Yes.

30,295. Which of the two systems do you consider the more satisfactory?—I believe and consider letting by tender a most objectionable form of letting.

30,296. The private treaty is in your opinion the most satisfactory system?—I think so, especially in my experience of it, because it has generally been satisfactory to both parties.

30,297. On the question of letting by private treaty, is the holding practically let to the highest bidder?—No.

30,298. What are the considerations then?—I have known it in Pembrokeshire in some places let to the highest bidder, but those have

Sir *John Llewelyn*—continued.

been under peculiar circumstances. As a general rule I do not think landlords in this county are foolish enough to accept the highest bidder for a farm.

30,299. We heard at Tenby, I think, of trust land being let by auction?—Oh! dear me, yes. Lands are let for grazing purposes by auction constantly in this part of the country in all parts.

30,300. Is that usually accommodation land?—Accommodation land let from year to year, at least, up to November or Christmas.

30,301. Would that remark refer to farms?—No.

30,302. To accommodation land in the neighbourhood of towns?—Accommodation land both in town and country.

30,303. But accommodation land, not farms?—Not farms.

Mr. *Seebohm.*

30,304. Only for a few months?—No, it is let generally from about April on to December or Christmas, or some time in January of the following year.

Sir *John Llewelyn.*

30,305. Then with regard to the capital of the tenant, do you consider that that is usually adequate or not?—I am afraid not.

30,306. And with regard to your own experience in the fixing of rent, is arbitration ever resorted to?—I have several times, often and often, been called in and been appointed by landlord and by tenant to settle the rent, my decision being final.

Professor *Rhŷs.*

30,307. It being stipulated beforehand that it should be final?—That is so.

Sir *John Llewelyn.*

30,308. How have rents varied?—Well, they have varied during the last 40 or 50 years a good deal according to circumstances—according to the ups and downs and fluctuations in prices—but not so much so as in many counties that I have had to deal with. The question asked is: "Have rents been raised generally or in "individual cases within the last 50 years?" I say in individual cases, yes, where old leases have expired or where new tenancies have been created in the more prosperous times. On many properties I have had to deal with, however, I find the rents nearly approximate to those that existed in the time of the tithe commutation.

Mr. *Richard Jones.*

30,309. What year was that?—Somewhere between 1834 and 1844, or something like that time.

Sir *John Llewelyn.*

30,310. Have there been any permanent reductions?—Yes. As far as my personal knowledge goes, I know of a few permanent reductions of rent on each estate I am agent for. As to temporary reductions, they have been general on these estates during the worst years of agricultural depression, and I also, as a matter of fact, know they have been done on other estates than those that I have managed.

30,311. They have been general in bad years?—They have.

30,312. When do you consider that those bad years have been particularly prevalent?—I think it is generally accepted that the agricultural depression began somewhere about the year 1879. I think in many parts of this country it was not felt so soon as that, because we had some very good years in which the prices of cattle kept up fairly. I should take the period as regards Pembrokeshire to be between the years 1886 and 1889, and between the years 1890 and 1894. Allowances have been made upon properties that I have had to deal with during those years at rates varying from 10 to 25 per cent.

30,313. Has notice of that abatement been given?—Yes. On all properties with which I have been connected, and in some cases that that abatement would be made for a term of two or more years.

30,314. May I ask upon that, are the tenants in a position when the abatement is promised over a series of years to go to the Assessment Committee and get their rates reduced?—I am afraid not.

Mr. *Grove.*

30,315. When you say a series of years, what may we understand by that?—As to what?

30,316. As to the promised abatement in rent?—Two or more years.

30,317. For two or more years, extending up to four or five years, shall we say?—No, I have never had it done for more than three years.

Sir *John Llewelyn.*

30,318. Is the notice of abatement given to them in writing?—The notices of abatement in those cases that I have mentioned have been given by me to them at the rent audits previously.

30,319. Verbally?—Verbally.

30,320. In those cases when you have given a written notice, would they not be able to get a reduction of the rates if they appealed before the Assessment Committee?—I understand not, but I am not quite positive as to the regular aspect of that. I understand that they have declined to reduce the rates unless there is a permanent reduction. I may be corrected, because I really do not know for certain.

Professor *Rhŷs.*

30,321. Would not three years satisfy them?—I do not know.

30,322. I have heard that in some times?—I cannot say. I daresay somebody is here who could tell you. I know there were applications made for reductions, but whether they have been granted or not, I really cannot say.

Sir *John Llewelyn.*

30,323. Has there been any variation of rent made on a re-valuation by competent land valuers?—Oh yes, several, as far as my experience goes, such re-valuation having been made by my own firm or other competent land valuers, but it has generally affected particular cases, and not at fixed intervals. As far as fluctuation of prices is concerned, no attempt to raise rents on a sitting tenant was made in the most prosperous times on any property I have been connected with.

30,324. With regard to the fluctuations in prices, I should like to have your experience?—I have taken some little trouble to go through that. Perhaps I shall weary you if I go into details.

30,325. Oh, no?—Then I will give this table as to cereals—

	Wheat (Average).	Barley (Average).	Oats (Average).
	Per Quarter. s. d.	Per Quarter. s. d.	Per Quarter. s. d.
In 1848 - -	50 0	31 6	20 6
„ 1850 - -	40 0	23 6	16 5
„ 1855 - -	74 8	34 9	27 5
„ 1864 - -	40 0	30 0	20 0
„ 1868 - -	64 0	43 0	28 0
„ 1877 - -	56 0	40 0	26 0
„ 1884 -	35 6	30 0	20 0
„ 1889 - -	29 9	25 10	18 0

As to live stock, it is more difficult to fix definite years of fluctuation. Prices have continually risen and fallen, affected by dry or wet spring and summer, independently of the import of foreign stock. Suffice it to say that cattle which were selling a few years ago for 14*l.* and 16*l.* per head have for the last two years not realised much more than half that amount. Sheep have varied in prices considerably, but not to so great an extent. Pigs have sold well, and still do so.

30,326. Taking those figures that you have spoken to generally, can you give the average of the fall in prices; would it be 25 per cent. or more?—I should say quite that.

30,327. Would you put it as high as 30 per cent.?—Yes.

Mr. *Richard Jones.*

30,328. From what date do you take the prices?—From the year 1848.

Sir *John Llewelyn.*

30,329. When is the rent payable?—On large estates the rent audits are fixed from three to four months after the rent accrues due legally. I have known it a month or six weeks later even than that. In fact my general rent audits on properties that I have to do with are these: the Michaelmas rents are received somewhere about the end of December or the beginning of January, and the Lady Day rents somewhere about the end of June or the first or second week in July.

Sir *John Llewelyn*—continued.

30,330. Are the rents paid pretty promptly?—They have been before now very promptly, but we do not expect them to be paid promptly now. In fact, I was told only just before one of my rent audits that if any tenant came and said that if he paid his rent he would have to sell his stock at a great loss, or that his cattle would starve, the answer from the landlord was 'keep your stock alive and leave the rent."

30,331. What effect has the preferential claim for rent on the position of tenants generally?—It induces landlords to give tenants an opportunity of realising the best prices they can for their produce, and enables them to take advantage of the rises in prices that often occur between one fair or monthly market and another. Without a preferential claim some landlords might think themselves justified in demanding their rents when legally due. Take as an example (perhaps you are more cognizant of it than I am myself) the abolition of the Law of Hypothec in Scotland, which I hear has resulted in landlords enforcing prepayment of rent. I think a similar result would follow it if the preferential claim was done away with here.

30,332. What have you to say with regard to other charges on land, such as tithe, land tax, local rates, and income tax?—Tithes must be paid by the landlord—by the owner—whoever pays them afterwards. Land tax is paid by the owner, chief rent is paid by the owner in most cases I have ever come across; local rates are paid by the tenant, income tax is paid by the tenant and allowed again by the owner.

30,333. Have local rates increased or decreased within the last 25 years?—They have increased I should say about one-third, chiefly caused by school board rate and increase in highway rate.

30,334. Are the local rates paid by the tenant or by the landlord?—By the tenant.

30,335. As to the increase of one-third can you say whether that one-third increase has taken place within any definite time: what are the times in your mind?—Within this last, I may safely say, 20 years.

30,336. What is the average size of farms?—It is very difficult to form a correct opinion in Pembrokeshire. They are so varied, I should really not like to give an opinion as to the size; not in the whole of the county.

30,337. Have any holdings been consolidated?—No, I know of no county in Great Britain where there has been less alteration.

30,338. That would apply, I suppose, to the sub-division of farms as well as to consolidation?—It would.

30,339. Is sub-letting common or not?—I should not say it was common. In those cases of sub-letting that have come under my notice the lands sub-let have been grazing lands, let often by tenants who have not sufficient capital to stock the lands themselves. These have suffered thereby to a considerable extent by overstocking, want of top-dressing, and damage to fences.

Sir *John Llewelyn*—continued.

30,340. Then you think that the effect of sub-letting is not a good one?—It is prejudicial.

30,341. What have you to say with regard to large and small holdings?—As regards the relative effects of large and small holdings on the respective skill of the farmers, as a rule I should say the balance of skill lies decidedly with the larger farmer, but there are many exceptions.

30,342. Is it the larger farmer or the small farmer who feels the depression most?—I should say, more capital being invested, and more labour employed, the depression is felt most by the larger farmer.

30,343. Which of the two do you think requires the more capital for establishing his children in the world?—I presume that comes under the head of "their ability to provide for "their families." It is very difficult to give a positive opinion, but I should put it thus. The large farmer lives in better style than his smaller, and perhaps poorer neighbour, and their families require, as a rule, more outlay on education and setting up in the world. The smaller farmer lives harder, and his children cost him less to place in the world or assist him on his farm.

30,344. What have you to say with regard to the state of cultivation and the nature of farming which is pursued here?—The course of farming which is adopted in this country is almost universally the four-course system.

30,345. More than one variety of the four-course system?—Oh, yes, a great many.

30,346. Would you give us some details?—I should say the general rule was taking in a field to grass to lay oats. Sometimes I have known instances where there is such a variety; another crop of lay oats afterwards. Then a green crop and barley, seeds and barley. There are so many varieties dependent upon the vagaries and fancies of the tenant farmer.

30,347. Is there any scarcity of labour?—Oh, yes, and a corresponding difficulty in farmers keeping up fences, ditches, water courses, &c., in many districts; while in others no great change is perceptible. There is a difficulty in obtaining maid servants.

30,348. Is there any difficulty in obtaining female servants?—Oh, yes, and that is unfortunate in Pembrokeshire, because as a rule it is exceptional for men to do milking; therefore it tells more upon the farmers where there is scarcity of labour.

30,349. I think you say the milking is not often done by the men?—Very exceptionally. I have known one or two instances of it, but no more.

30,350. What is your opinion as to the reason of the scarcity of labour?—The scarcity of labour there are one or two reasons for. The principal reason is the desire of the labourers of course to obtain as much money as they can. Able bodied men leave this country and go to what we call the hills, the colliery districts——

30,351. To the coal fields, Glamorganshire?—Yes, finding that they can get a very much higher rate of wages, even if they have to do harder work for it, that induces them to leave.

Sir *John Llewelyn*—continued.

30,352. Is there also the temptation that was mentioned to us yesterday of going into towns, migrating towards the towns from the country districts?—Oh, yes. I think that is another very great reason for it, the desire to be in a large place instead of in the country; but I do not think that affects it in Pembrokeshire so much as the anticipation of realising better wages.

30,353. Do you think that the fences are materially deteriorating then for want of labour?—In some parts of the country, more particularly in the south of the country, I think they are.

30,354. And the ditches, the consequent draining of the land?—Anything connected with either fencing, or draining, or the ditches, as you have put it.

30,355. What presses me is that the ditches are rather connected with the water courses, so that my question was rather directed to the question whether the drainage of the land was so much interfered with for want of clearing out the water courses?—I do not think that that has arisen yet.

30,356. Is there land going out of cultivation?—Not to any great extent.

30,357. Or any insufficiently cultivated?—Yes, I think some land in some places is necessarily insufficiently cultivated, because there has not been the labour there to get it done, but not to any extent.

30,358. I suppose a good deal of land has been laid down to grass?—Yes, within the last 15 or 20 years a considerable quantity of land.

30,359. Has any waste land been reclaimed by the tenants?—It is difficult to say. Knowing all Pembrokeshire well I should consider that a fair proportion of land had been reclaimed by tenants, *i.e.*, furzey fields grubbed up and cultivated, and pieces of mountain land enclosed and cultivated. With regard to wet moorland drained, the landlord has generally found material and the tenant labour.

30,360. Do you draw any distinction here between waste land and moor land in your answer?—Yes.

30,361. You state here "some waste land "reclaimed by tenants; in case of moor land "landlord has co-operated." Has he not generally co-operated?—I think my answer should read thus: Furzey fields grubbed up and cultivated, and pieces of mountain land enclosed and cultivated. With regard to wet moor land drained, that is rather a different affair; there the landlord has generally been asked and almost invariably found material and the tenant labour.

30,362. How has the rough land been reclaimed?—By grubbing up the furze if it is rough land.

30,363. And ploughing?—Then ploughing and corning.

Sir *John Llewelyn*—continued.

30,364. Has there been any embanking of rivers?—No, nothing very tangible in this part of the country.

30,365. When the arable land gives place to pasture land, at whose expense is that done?—When the arable land is converted into pasture land you mean.

30,366. Yes?—By the tenant.

30,367. Does the landlord ever find the seeds?—I have known cases in which he has. I do not think it is general.

30,368. Has there been an increase in the root crops?—Considerable.

30,369. And the summer fallowing?—That is now very exceptional.

30,370. What do you consider the general effect of these changes has been?—It has been very beneficial.

30,371. Would you specify any improvements that have been made by landlords and tenants?—By the landlords building new homesteads and increased shed accommodation, finding pipes or stones for draining, or gates and posts when required. Then as to the tenants, they do the hauling, and the cleaning of land where they think it will pay them.

30,372. In cases of improvements partly or wholly effected by the tenant, is there any compensation obtainable?—I have answered that in the answer to the previous question, which was "in the case of co-operation in improvement what is the part usually undertaken by each, and how is remuneration secured to either party." I say with the exception of draining I know of no co-operation in improvements, nor, with the exception of a few cases where interest has been charged on increased out-building accommodation, do I know of any remuneration to the landlord. In the same way in the case of improvements partly or wholly effected by a tenant.

30,373. That is the point?—I do not know of any remuneration given to the tenant.

30,374. With regard to the Agricultural Holdings Act, 1883, could you speak to that Act and its application in this county?—Yes. The question is "Do you know of instances "where either party contracts out." The answer is, only out of section 33, I should say.

30,375. That is as to six months' notice?—Six months' notice. Then I am asked, "Do farmers often apply for their landlords' "written consent for specific improvements." No, because those improvements are generally done by the landlord in this county.

30,376. What is the custom of the country?—As to what?

30,377. Is there any custom of the country?—There are customs with regard to incoming tenants and outgoing tenants. With regard to the outgoing tenants I think that, generally speaking, I may say that either their crops and stock are taken at a valuation, or else they have a sale and dispose of them in that way, unless there is an agreement to the contrary, but of course that agreement would not bind them to some things, to their own stock and crops for instance. I also think that they have the privilege generally of time to harvest those crops which they leave on the land, and which would have to be taken at a valuation. I think that the outgoing tenants too are allowed for sowing seeds in barley; I should think that the average allowance would be something like (in many parts of the country that I have had to deal with myself, I know it is) 10*s.* an acre. With regard to manure and produce remaining at the expiration of the tenancy, it is sometimes taken at a valuation, but often sold off at Michaelmas, depending a good deal upon terms of agreement. Outgoing tenants are paid for summer fallows if any (as I said before, they are very seldom), and for seeds sown with barley crops. Incoming tenants have permission to sow seeds with barley crop, for which they are paid.

Sir *John Llewelyn*—continued.

30,378. Are there any liabilities on the tenant for dilapidations?—That is dependent on leases or agreements.

30,379. Are there any cases of compensation being given by the valuers which in your opinion has been insufficient?—I know of no compensation being given, permanent improvements being (as before stated) made by the landlords. In the case of ordinary improvements they are never asked for, the tenant deriving the benefit of them by increased production. I have, however, in some cases, been called in to value between landlord and tenant for small improvements on a tenant leaving. I have known of that in some places this last year.

30,380. I have it here in the précis of your evidence which has been submitted to me that you know of no cases of insufficient compensation, but that you would explain?—That is the only explanation I have. I have never had any applications or seen any written applications for compensation made.

30,381. Have any applications been made for compensation for general improvement?—No.

30,382. Is there any tenant right?—No.

30,383. He has no right to dispose of the goodwill of his tenancy?—Oh no.

30,384. Do the farmers know of the Agricultural Holdings Act?—I think there is great ignorance on the part of the farmers with regard to the Agricultural Holdings Act.

30,385. You have experience of the Welsh part of Pembrokeshire as also of the English part?—I have.

30,386. Do you think that they would be likely to know more about it if it was printed and published in Welsh?—Not in its present state. If you will allow me, I will give you my opinion of the Act.

30,387. Yes, by all means, I shall be very glad to hear your views?—In my opinion and experience, I cannot say that it is actually not workable. I think it is partially so, and partially satisfactory, but might be made much more so. Few tenant farmers in this county understand its provisions. On this point I would respectfully suggest to the Commissioners that an

Sir *John Llewelyn*—continued.

amended Agricultural Holdings Act would in my opinion do a very great deal of good. The great want of the present Act is, that it does not deal sufficiently with the compulsory clauses so far as the items of valuation are concerned, which should be uniform throughout the country. The Act is overburdened with legal phraseology of uncertain intention. Now almost every county has its own particular customs. The Act deals mostly with those seldom needed, and I would suggest most respectfully to the Commissioners that if they would call a meeting or a conference, I might call it, of members of those associations who have constantly to administer the Act, I think with their assistance, and with the knowledge of the Commissioners, they would be able to recommend one for universal use. I do not believe that any Act that may be the outcome of this Commission will do any material good unless all parties connected with agriculture work together with a will and with a real intention of just concession on every side. Of course any Act that renders a farmer's position more secure must also protect the landlords' interests. Hence my suggestion to you, gentlemen, that you take into your counsel those men who have constantly throughout Great Britain the administration of the Act, such as it is.

30,388. I am sure your suggestion will receive the very greatest attention at our hands?—I can only say that I am sure, on behalf of the Institution of Surveyors, which represents all the landed interests of Great Britain, there is not a man among them any more than myself who would not most willingly give his time and place it at the disposal of the Commissioners here, or anywhere else where it was wanted.

30,389. Have you anything further to say with regard to the Agricultural Holdings Act?—No, I think not now.

30,390. Then we can go on, perhaps, to the next item upon the syllabus, which has to do with game?—Game is generally preserved by the large landlords. Rabbits and hares are not preserved on lands farmed by tenants as a rule. Tenants do generally avail themselves of the provisions of the Ground Game Act. With regard to the damage done by game to the crops and pastures of tenant farmers, I should say home farms immediately surrounding preserved covers are damaged in some instances. I have known compensation paid by landlords either in specie or reduction of rent. In every case where I am connected with an estate, the tenants have and exercise the right to kill the rabbits on their farms. With regard to the next question: "Are tenants expected to beat coverts, "&c. when their landlords go out shooting," I can only say "No," but they often ask permission to do so. Then I am asked, "How does "game preserving otherwise affect cultivation." With the exception of what I have mentioned, I should say in no perceptible degree in this county except in immediate properties surrounding large covers, where, no doubt, they at one time, more especially before the Ground Game Act was passed, have done considerable damage.

Sir *John Llewelyn*—continued.

With regard to the relations between landlord and tenant, how game has affected them, I should say that it has in former times given rise to unpleasantness, which has been modified by the Ground Game Act. As to winged game, I find tenants always anxious to preserve them. Then as affecting labourers, in no way, excepting as I heard a friend of mine say in Pembroke, that it turns out more poachers than there were before. To the public generally, I think, the preservation of game is a benefit.

30,391. Then about offences against the Game Laws, have they increased?—Oh, a very minute proportion indeed in this country. Offences against the person, I may say none.

30,392. What is your opinion as to the law of trespass?—I do not think it is satisfactory. I think it ought to be a great deal stricter than it is for the benefit of the farmers.

30,393. In what way has the law of trespass given trouble?—In this way. They have a difficulty in keeping people off their farms who go there now, we will say, the mushroom gathering for one thing, and the blackberrying. Many of them would not object to the children doing it, but, what is worse than all, the breaking in of dogs, and tearing down fences by those half of whom have no business to have a gun or a dog in their possession.

30,394. You think the mushrooms and the blackberries ought to belong to the occupier?—I think they ought to do most certainly.

30,395. In respect to agricultural education, what is being done. Will you tell us about that?—I am asked what attention is being paid in regard, first of all, to fruit culture. None, except by market gardeners. With regard to forestry, none. With regard to poultry farming, none; principally supplied by farmers and cottagers, but no poultry farms as generally understood by poultry rearing and farming.

30,396. Any bee keeping?—Bee keeping very little, and increasing. Some of these are sources of profit, and might be made more so. With regard to butter and cheese making, instruction has been given lately, principally by lectures on same, and butter making exhibitions.

30,397. Is that the work of the county council under the Technical Instruction Act?—No, I think they were not introduced by the county council; I think it was by private enterprise more than anything else. Instruction by field experiments, none. In other agricultural subjects, yes, by courses of lectures delivered throughout the country.

30,398. Where are the lecturers from, are they from the college at Aberystwith?—They are. "To what extent are they being availed of?" To a small and increasing extent. "Facilities for the carriage and disposal of agricultural produce; how affected by railway rates?" Very much in this district, railway carriage being exceedingly high and for some goods almost prohibitive.

30,399. Have they been increased of late years?—Yes. We all expected a decrease after the Commission upon Railway Rates and every-

Sir *John Llewelyn*—continued.

thing of that sort, but we have not found it help us down here yet. As for instances of co-operation and combination between landlord and tenant, none; between employers and employed, none; as to co-operation among farmers for purchasing or analysing farm stuffs and manures, I think little, if any; but I think samples of manures have been more frequently sent away by individual farmers than formerly. Then "For purposes of production, *e.g.*, in butter factories," in a few instances—but butter factories, I fear, are not succeeding as they deserve to do.

30,400. Can you give any reason for that?—Old-fashioned notions among people who live 267 miles away from London as to their own system being better than what anybody else can show them. "For selling produce?" No. "For farming operations generally, threshing, harvesting, sheep-shearing." Nothing but an indefinite mutual arrangement to help one another. Then I am asked to what extent, if at all, do farmers insure their stock, crops, implements, or buildings; many insurances are, no doubt, effected, but it is not so general a movement as it should be. With regard to combination in the nature of a trade union, I know of no such combination as that referred to. "To what extent do farmers and agricultural "labourers avail themselves of benefit socie-"ties?" To a very small degree. "Life assurance societies?" To a very small degree.

30,401. Are the benefit societies in this country that do exist in a sound condition?—I should be very sorry after what I have read in the papers lately to say that they were all in that favourable position; it is very doubtful, but the benefit societies so far as I know them, I think, are in a pretty sound condition.

30,402. I am glad to know that, but have any of them closed their doors?—No. Then I am asked "What other provident institutions are "used by them?" Savings banks, but not very largely, and for this reason, that since the joint stock banks have given interest upon small deposits the deposits in savings banks have greatly decreased.

Mr. *Seebohm.*

30,403. Does that apply to the Government Savings Bank?—I think in all savings banks the deposits have been less than they were before the bankers gave interest upon small sums.

Mr. *Richard Jones.*

30,404. How small an amount would they receive, generally speaking?—Oh, 5*l.* if you like. Then I come to the heading, "The general con-"dition of the farming population." The first question is, "Are there in your district many "peasant proprietors or small freeholders who "have inherited their holdings from their ances-"tors." In some parts of the country there are several, but the number of small freeholders who have bought within the last forty years is in excess of the former class. Their number has

Mr. *Richard Jones*—continued.

not decreased in any sensible degree lately. Then, "Are there many tenant farmers who "have bought either their own or other holdings "for their occupation in this district? If so, by "what circumstances were they induced to do so?" Yes, I would suggest the following motives. To add to lands already their own. To become owners of land and enjoy in perpetuity the fruits of their outlay. A desire to remain in the house in which they were bred and born. "Was the purchase money "excessive; what proportion of it (if any) did "they borrow, from what source, at what "interest, and how soon (if at all) were they able "to pay off such incumbrances." Well, being an auctioneer myself, and having sold three-fourths of what has been sold in this country, I think I may give this answer; in some cases where competition was great the properties sold fetched a high price, in other cases prices were in my opinion as a land valuer, reasonable, and in some cases less than the actual value. Many bought and paid from their own private resources, many borrowed half and two-thirds the purchase money at, I should say, an average rate of 4 per cent., but I know cases where farms have been offered to and bought by the tenants at much lower prices than the tenants subsequently realised for them.

Sir *John Llewelyn.*

30,405. Is it that they have sold again at a higher price, or improved price?—Yes.

30,406. An average price of 4 per cent.?—An average price of 4 per cent.

30,407. Therefore, you know of some cases, I dare say, in which the money has been borrowed at 3½ per cent., as we were told yesterday?—Yes, I have known lately, I dare say, 3½ per cent.

30,408. But 4 per cent. would be about the average?—About the average over the time I speak of. "What is the present condition of such "freeholders, as compared with the yearly "tenants about them?"—Well, it differs a great deal, but where money was borrowed (say in the proportion of half or two thirds) and at 4 per cent. interest, I should unhesitatingly say that the tenant farmers about there were better off than the purchasers, a mortgagee being a harder man to deal with than a landlord, and demanding the interest on his money, whereas a landlord would give considerable time for his rent.

30,409. As against that the landlord has security of tenure?—He has security of tenure, but the question I was answering was, what was the present condition of the small freeholders?

30,410. Quite so; they have security of tenure for which they have paid?—Excepting the security which they have secured by buying their farms, I should say they are not a bit better off, or as well off as the tenant farmer who is living on his farm, and who has not invested money and borrowed money to pay for his farm. Then "to what extent do tenant farmers and

Sir *John Llewelyn*—continued.

"their wives take part in the manual labour of "their farms." Many of the class of small farmers and their wives work very hard, and since labour has been so difficult to obtain, do the principal work of the farm themselves. In hundreds of cases the farms are so small that the tenant is able and willing to do the work himself, and has always been accustomed to do so, his wife also managing the household and dairy department. I have known such men do well, and have been applied to by them for larger farms, or for farms for their sons, whom they have set up in them. "Do their children work "at home?" Often. "If so are they in receipt "of wages, or how otherwise remunerated?" Generally, for their keep and clothing.

Mr. *Seebohm.*

30,411. Does that apply to the last ten years, what you said just now as to their being able to set up their sons?—I should think it has been gradually increasing in the last ten years most materially.

Sir *John Llewelyn.*

30,412. When the children work at home do they get any wages?—Generally they work for their keep and their clothing. That is my opinion, but a farmer witness would be able to tell you better than I. That is my experience.

30,413. Then will you kindly go on to the next question, which is as to the provision made for them by their parents on marriage or independent settlement in life?—I am not in a very good position to say what the provision is, but I have let many farms to the sons of tenants whose fathers have set those sons up and given security for the rent if necessary.

30,414. In regard to the labourers what proportion of the farm labour is hired as compared with that rendered by members of the household?—I am not really in a position to state that nor to answer the questions bearing upon that.

30,415. Cottage accommodation is the next point. We have been told in some parts of the country that it is exceedingly bad?—The old-fashioned "Clom" cottages are in many districts disappearing and have been replaced by stone and slate ones. The immigration of labour to the colliery districts and large centres of population have caused many cottages to be vacated. I find good cottages springing up rapidly throughout the country wherever there is a requisition for them. Then as to the requirements of thorough cultivation. I find that lately the demand is not equal to the supply, and that the farmers have more difficulty in getting the occupant than the cottage. Three years ago I did up four cottages on a large farm near Haverfordwest, two only of them have since been occupied, and one has gone out of occupation within this last three weeks.

30,416. Is there usually any land attached to these cottages?—On large farms a small holding is generally attached to the cottage and always a garden.

30,417. From whom does the cottager hold the house—from the farmer or from the landlord?

Sir *John Llewelyn*—continued.

—It is generally held of the tenant of the farm, most often with a restrictive condition as to employment. As to length of notice, I believe it varies.

30,418. That is to say that the farmer would only let it to a man in his own employment?—Just so. Then with regard to the relative standard of comfort. I do not presume to give an opinion upon that. The next thing is "Has "there been any considerable migration of "farmers or labourers from your district within "the last 50 years. If so, owing to what cause "and whither have they migrated." No, not of farmers to any considerable extent. I know of several men who have gone away from this country to farm, but not in my opinion to any considerable extent. But a considerable number of labourers, as I have stated before, have gone, and they have gone principally to the colliery districts. With regard to the extent of dairies and farming accounts which are kept by the farmers, I should say they kept to a very small extent by the ordinary tenant farmer. With regard to the different periods of the depression of late, as I have already stated, I think universally in Wales it might be considered to be from about 1879 or 1880; but it has been felt most by the farmers in this country from the year 1885.

30,419. What are the causes of the depression in your opinion?—Foreign competition, increase of rates, increase of wages. The classes chiefly affected are the owners of the soil, the tenant farmers, and naturally the trade in agricultural districts.

30,420. In your opinion what are the remedies?—Better methods of farming; more attention to the breeding of good stock; stricter economy and care with regard to consumption and waste of provender; more attention to the making, keeping, and increased use of manure, for I consider that a large proportion of the land of this country might be made to produce half as much again as it now does; equalization of rating and taxes, because I consider the land is overtaxed in proportion to anything else in this country, and has to pay far more than its fair share of rates and taxes. I would suggest, but I do it with all becoming spirit, that there should be universal free trade, or until that time arrives a sufficiently operative protective duty to enable the farmer to carry on his calling at a fair remuneration with a minimum of loss to the general public. I must also add that I do not consider that anyone can well say what would be the proper remedies to suggest, because I do not think that up to the present time we have quite found out what the disease is, and until we do so it is difficult to suggest a remedy. I think it is a matter of the gravest consideration to all who are interested in the agricultural prospects of the country, and that it will require the united wisdom of gentlemen like yourself to put us right on that matter. The next point is as to the relations between landlord and tenant, and whether they are friendly or otherwise. I should say they were very friendly through the country as a rule. Where the

Sir *John Llewelyn*—continued.

ception exists it is chiefly due to the idiosyncrasy of the individual landlord or tenant.

30,421. Is there any other point, Mr. Rule Owen, upon which you would like to give us any information?—There are some further questions I should like to refer to. I wish, as you have listened to the complaints that have been made, to give you some instances to show that we in Pembrokeshire do not all deserve the complaints, at all events, and as you have asked a question "What money have you spent in "repairs and improvements. Specify the period "over which you have spent this money and "whether you have charged interest." I would, with your permission, state some of the instances which have come under my immediate cognizance. On the Withybush estate, which is an estate of 2,000 acres or thereabouts—the gross rental—I give the gross rental, which, as you know, gentlemen, very often is not approximate to what the net rental is, for many reasons, which I need not mention—the gross rental is 1,800*l.* a year. The expenditure during the last 13 years has been 3,578*l.* in improvements and repairs, independently of fencing, making an average annual expenditure of 275*l.*, equal to 15 per cent. on the gross rental. There has been no interest charged to the tenants in any case. On the Pent-y-park estate of 2,500 acres or thereabouts the gross rental being 1,430*l.*, the expenditure during the last 13 years has been 2,118*l.* in improvements and repairs. The average annual repairs have been 163*l.*, equal to 8 per cent. on the gross rental. There has been no interest charged the tenants in any case. On the Picton Castle estate I have no doubt you have had or will have other evidence, but with regard to just passing a remark about it, I would say that the estate consists of about 23,000 acres of land or thereabouts, the gross rental of which is about 21,000*l.* a year, including house property, which is very extensive, in several of the towns in this county. The expenditure on improvements and repairs during the last 15 years on which no interest has been charged has been 26,358*l.* and the average annual expenditure 1,757*l.* On this sum (which has generally passed through my hands, I having to inspect the buildings after the repairs, and so on, have been done) there has been no interest charged whatever. There has been a still larger amount paid in repairs in some instances in which interest for increased accommodation and new buildings has been charged, but that has not been taken into account in my figures. The general run on the Picton Castle estate I found from calculations furnished by one who is better able to supply the information than myself, that, calculated on the annual outlay for repairs, leaves 13*l.* 2*s.* per cent. of the income of the estate.

Professor *Rhŷs.*

30,422. Of the gross rental?—Of the gross rental.

30,423. Does that imply the landed property mostly the land?—Oh, yes, the landed property.

Professor *Rhŷs*—continued.

30,424. It does not include the houses?—It does not include the house property.

Sir *John Llewelyn.*

30,425. The house property would be land let on building leases and rents?—A great many of the houses in this town belong to the Picton Castle estate. With regard to another estate, the Stanley estate, with which I have had something to do for a few years, I can only say that on the two farms which were out of lease there were reductions made of 10 per cent. three or four years ago, permanent reductions of rent, and since then there has been 15 per cent. and 20 per cent. allowed on the estate. Repairs are done by the landlord on the farms which are not under lease, and no interest charged for any outlay on them.

Professor *Rhŷs.*

30,426. Those last ones are abatements rather than reductions—the 15 and 20 per cent. are abatements, I suppose, are they not?—Yes, abatements.

Mr. *Grove.*

30,427. But they are on the top of the reduction?—On the top of the permanent reduction that was made some years before. I could mention half a dozen others; but there is only one other question that is asked, and that is, "How many and what cases have you on your "estates, of families having held the same farms "for generations." I could give you that if you wish to have it.

Sir *John Llewelyn.*

30,428. We should like it very much, if you please?—On the Picton Castle estate many families have continued tenants for many generations. Speaking from actual knowledge, during the last 40 years the changes of tenants have been few, considering their number, the rule of the estate being never to disturb a tenant unless for some justifiable cause. Should a tenant die, it is also the rule to give a member of his family the first chance of taking it, provided they are able to do so. The above remarks equally apply to all the properties I am connected with, and I believe it to be generally so, on all the large estates of this country. Gentlemen, I do not know whether there is any other information that you require of me.

Mr. *Brynmor Jones.*

30,429. Mr. Rule Owen, you have been good enough to call our attention to the Agricultural Holdings Act. Can you tell me whether there have been many cases under that Act?—Very few indeed, sir.

30,430. In this part of the country?—I scarcely know one—not in Pembrokeshire. I believe there have been two or three, but not that I have had to do with.

30,431. Have they come into court at all. I mean, as distinct from arbitration?—I do not think they have.

Mr. *Brynmor Jones*—continued.

30,432. Among the improvements that you suggest in the Agricultural Holdings Act, is there any improvement with regard to the procedure that you would suggest. Let me remind you first that a tenant has to give two months' notice?—Yes.

30,433. And then the machinery of the Act as to the appointment of referees and umpire is a little complicated?—Very much so.

30,434. It makes a difference; you may have either to go to the Land Commissioners for England or to the County Court?—Yes. I think both these points I should have suggested improvements on.

30,435. Do you think there would be any complaint on the part of land owners if the two months' notice were got rid of?—I do not think so.

30,436. You do not see any substantial advantage to the landlord in the requirement of the two months' notice, do you?—I do not, so long as there is sufficient time; I think there should be some notice.

30,437. The point is this, that if a tenant omits, whether by carelessness, or momentary forgetfulness, or else trusting to his landlord's generosity, to give notice he loses his claim for compensation, under the Act?—I think, sir, that if they understood the Act better, they would be very much more careful about doing those things; they would see the advantage of it, and they would understand the Act, and, subject to any amendments which you gentlemen may suggest, they would be very much more likely to adopt it than they have ever done before, and I think it would be then one of the most satisfactory Acts if you could have those alterations.

30,438. I am coming to what may be called the substance of the Act in a moment or two, but what I want to know from you, as a gentleman of very great experience, is whether there would be any sensible objection to getting rid of this requirement of notice. I may tell you, the points as to notice of these claims under an Act of this kind and under the Employers' Liability Act are matters which are attracting a good deal of attention just now. Under the Act of 1880, for instance, notice had to be given. Is there any reason that you can suggest for making the giving of this notice a condition of the right to compensation?—I think it would be only fair to the landlords that they should have an opportunity of doing those things themselves.

30,439. But I am not talking of the notice that has to be given before the improvements in Part 1 of the First Schedule are done?—I beg your pardon.

30,440. I thought you did not quite follow me?—Which is the one you are referring to?

30,441. It is the clause as to procedure—Section 7 "a tenant claiming compensation "under this Act shall, two months at least before "the determination of the tenancy give notice "in writing of his intention to make the "claim"?—I think there ought to be a notice because in the same way the Act, if honestly drawn and properly applied, would be one for the mutual arrangement and accommodation of both parties, and I think that the landlord should have the same opportunity if his tenant is going to make a claim, of considering any just and fair claims which he would admit to be just claims on his part, and of which he would not know or might not know, unless the tenant gave him notice himself.

Mr. *Brynmor Jones*—continued.

30,442. But the thing falls equally upon the landlord, because if the landlord has a counter claim he must give notice of his counter claim before the determination of the tenancy, or within 14 days?—Yes.

30,443. And if he forgets, he has lost his counter claim. What I am putting to you is, do you not think it will be much fairer, if at the end of a tenancy either party might bring a claim for compensation against the other?—I do not see that really it is a matter which would be very much fairer.

30,444. I do not think the notice is objected to myself?—I have no doubt if we were considering it together, and I was honoured by your persuasive abilities, it might make me think differently to what I do, but at present my opinion is that it is not necessary.

30,445. I have not made up my mind on the point, but I want to know whether you could suggest any reason for the abolishing of this restriction?—Not at the present time, sir.

30,446. What improvement in procedure would you suggest as to the appointment of a referee?—I do not know. I have not made up my mind at all more than to offer these general remarks and suggestions now, but as a rule I think that the Act is not as good as it ought to be, and that it might be made very much better, but I am not prepared to day to go with any suggestions further than those I have already made.

30,447. Then of course if you are not prepared it is hardly worth while my asking the questions that I was going to ask you on this point. I intended to ask you whether you thought that the tenant might be allowed to make the improvements in Part 1 of the First Schedule, or any of them, without the consent of the landlord being required?—No, I do not.

30,448. Not formation of silos, for instance?—No, I think that they ought to give the landlords the first chance of doing those works in Schedule 1, and I am certain of this, that many of the landlords, taking into consideration the bad times, would be prepared to do so.

30,449. Yes, but then if a landlord refused to do so, the tenant cannot get any of these things done?—Then the tenant can give notice to the landlord that he is going to do them himself.

30,450. Where do you find that?—Can he not—under the first Act?

30,451. In Part 2 as to drainage, for instance, all that is required is that the tenant should give notice to his landlord, and he may drain then and get compensation for it?—Yes, that is so.

Mr. *Brynmor Jones*—continued.

30,452. But supposing he wants to enlarge a cowshed, for instance, and he gives notice to his landlord, and the landlord does not consent, he must do it at his own risk?—Yes, to a certain extent.

30,453. What do you say about that; do you not think it would be for the general benefit of all parties that if a man is willing to enlarge a building, or to form a silo, he should be able to do it?—I do not wish to commit myself to the principle at once, but I think it is capable of being, with proper reservations, applied.

30,454. I will tell you what is in my mind, that in case the tenant gives notice to the landlord to do one of those improvements in Part 1, and the landlord says "No, I will not "consent; I do not think it is really reason-"able under the circumstances," that there should be an appeal to a third person or referee?—I am not prepared to say that I would approve of the alteration yet. I think it might assume a tangible form that would be beneficial to both parties.

30,455. Where is the particular vagueness which you are referring to as to the nature of the improvements for which compensation is to be given?—The vagueness is with regard more particularly to the difficulty that a small tenant farmer would have in understanding the verbiage of the Act.

30,456. Certainly, I quite agree in that?—I think that it might be made much simpler and that the improvements which, generally speaking, are done now either under the custom of the country, or anything else, are not ones with which the Act deals as it should, and that it should specify the allowances that may be made in a clearer way than it does. I think I must, with all due deference to you, say that I would prefer not giving any more answers upon this just at present, but I shall be only too pleased at any future time to do so.

30,457. Very well. Now would you kindly give me your opinion upon this clause in the agreements upon which we have had a good deal of conflicting evidence. There is a proviso in this agreement which is very much in the same terms that we have seen it in many other agreements?—I presume it is.

30,458. It is to this effect. Provided that in the event of the tenant becoming bankrupt, or insolvent, or having a receiving order made against him, or of any proceedings being instituted for liquidation, or arrangement with his creditors, or making an assignment of his goods or on breach by the tenant of any or either of the foregoing stipulations, it shall be lawful but not obligatory for the landlords to re-enter and expel the tenant from the holding, and the tenancy shall be determined. Do you think this power of re-entry upon insolvency is fair or just to the parties concerned, and to the persons who are to deal with them—tradesmen and others?—It seems a little hard upon the face of it but it is one that has acted very well up to the present time.

Mr. *Brynmor Jones*—continued.

30,459. The Inspector-General in Bankruptcy told us in London that he considered it, upon the whole, detrimental to the interest of all parties concerned. It may discourage giving credit to a tenant farmer, for one thing, may it not—the knowledge which people have of this clause being in his agreement would have that effect, would it not?—Yes, it might. I have not made up my opinion at all upon that.

30,460. What advantage can you suggest has come from the proviso in that clause?—One judges generally things by how they work, and I have never heard any objection made either by the landlord or the tenant as to the working. I am not prepared to suggest a remedy for it now.

30,461. Do you find still that there is no difficulty in letting farms?—None whatever.

30,462. There are many applications for a vacant farm in Pembrokeshire?—Well, I have not a vacant farm on any estate that I have to do with. There was a sign of one being vacant at Michaelmas next, and just before I had the pleasure of meeting you gentlemen I had an application for it.

30,463. How many applications do you generally get, Mr. Owen?—I generally get one or two applications.

30,464. We heard yesterday, I think, that there were generally five or six, or even more?—I have known it in more prosperous times that there have been more, but I think I do not perhaps get so many as a great many people do on the estates that I have to do with, because they all know that till the tenant's family has been dealt with there will be no acceptation of any tenancy whatever.

30,465. Then we can hardly say that the death of a particular farmer creates a vacancy. I am referring to the case where there is a vacant farm to which nobody has any particular pretension?—Yes, I have no doubt, I should have two or three applications for it, if it was on any estate I had to do with.

30,466. Do you think that what is called land hunger has increased or decreased lately in Pembrokeshire?—I cannot fancy it is increasing.

30,467. You think that the depression in agriculture does tend to make people more careful about taking farms?—Yes, to make people more cautious in taking farms.

30,468. In comparing the condition of the tenant farmer and the freehold proprietor you referred to the security of tenure as one of the advantages of the latter's position, did you not?—Yes.

30,469. Then I may take it that, upon the whole, you do think security of tenure a good thing for a person who has to develop the land?—It depends entirely upon what security of tenure means, and that I have never had properly explained to me yet.

30,470. Well, I will give you an instance. There was a bill brought in, the Tenure of Land (Wales) Bill, which I should like to call your attention to. This, of course, is not an Act of

Mr. *Brynmor Jones*—continued.

Parliament, but it was a Bill that was brought in some few years ago?—Yes, I understand you.

30,471. You may have seen something about it. This is the sort of security of tenure that I suppose is meant by the witnesses who have given evidence before us, as we have had evidence which shows a strong desire for security of tenure on the part of the tenant farmers of Wales; a tenant is not to be removed except for breach of certain statutory conditions. That is to say, for instance, he is to pay his rent at the appointed time, or within three months thereafter; he shall not commit or permit persistent waste or dilapidation of buildings or fences, or after notice has been given by the landlord to the tenant not to commit such a waste; then that the tenant shall not commit any breach of the judicial conditions of tenancy after notice by the landlord to desist from the particular breach complained of. It is also provided by this Bill that there can be a court to which both parties can have access?—So I thought when you read the first part.

30,472. That is the sort of security of tenure, I suppose, that people are asking for?—I distinctly and positively disagree with the advantage of a Land Court to decide these things. I think it would be most prejudicial, both to the interests of the landlords and of the tenants.

30,473. Will you tell me why it should be so to the tenant?—Because I think they could make very much better terms with their landlords, and they would be much more likely to get what they want with the one than with the other.

30,474. Then if tenant farmers can make better terms with a landlord why do tenant farmers continually come to us and say they want a Land Court?—I do not think that as a rule they do; I think if you were to canvass Wales, 90 out of 100 would probably object to a Land Court.

30,475. I want to know why the tenant should object to a Land Court?—Why the tenants object to a Land Court?

30,476. No; why should he object?—For the same reason that I do, I presume. I am a tenant farmer too.

30,477. What is that reason?—I will give you my objection if you wish. I thought I might be asked by you this question, at least, not by you personally, but by the Commission. I think that a Land Court assumes a state of things which does not exist in Wales, and that is, that landowners and tenants are more dishonest and incapable than in other parts of the kingdom, and that the present state of agricultural depression is the result of past arrangements between them, also that a Land Court would rectify the evil. This, I submit, is not nor would be the case. Tenants have thriven and would do so again under present arrangements, provided their burdens were lessened and they were given fair play. I think the result of a Land Court would be to make landowners simply annuitants on their properties,

Mr. *Brynmor Jones*—continued.

and that the doing away of freedom of contract would result in the loss of all individual enterprise and the driving out of the country part of the spending element in it, and instead of "union of hearts," would lead to estrangement and bitterness which does not now exist. I do not believe there are a dozen farmers in this country who would not rather make their bargain with another individual of business capacity than with any other authority under the sun, especially when that other authority has to make his bargain for and not with him. That is my opinion.

30,478. Part of those reasons we have had suggested before. Mr. Wynne, of Peniarth, put in language very much the same, one of the main points that you make there; but still let me put this case to you: Suppose a landowner gives a tenant farmer a notice to quit, saying: "I am not really wishing you to go away, but "you must pay 10*l.* a year more rent, and that "is a fair rent," and the tenant farmer says: "Well, I do not think that is a fair rent; I do "not think I can pay 10*l.* more;" how would the tenant farmer be prejudiced by having some impartial valuer, I do not care whether it is a court or a valuer, but some impartial third person to decide the question of whether the proposed increase of rent was or was not fair?—I do not think there would be any objection to an impartial person.

30,479. No objection to an impartial valuer?—No.

30,480. Well, really that is the question of principle. I was interested in your evidence concerning the freehold proprietors. My attention has been attracted to an article upon Pembrokeshire, which appeared in the "Western Mail" some time ago?—Yes.

30,481. It is an interesting article, and the truth of the following passage I am assured of by the writer of the article, the correspondent of the paper, namely, that "Whole tracts of "country in those three counties are hampered "beyond description, because all the money is "sent out of them to pay interest on mort-"gages." Do you think that is the case?—No.

30,482. Not so far as the larger estates are concerned, you mean?—No, not in a great degree. No doubt there are cases which do exist in which a great deal of money goes out of the country, but not to affect it in any great degree, or so much as that would imply.

30,483. I understood you in your evidence to say with regard to the small freehold proprietors that it is the case, they are heavily mortgaged?—They are, no doubt; there is no doubt in the case of small freeholders who have bought their farms, and borrowed money to pay the interest, a certain amount of that money must go out of the country, but it does not apply to the larger estates as a rule.

30,484. That is to say, that you have no reason to believe that the larger estates in Pembrokeshire are mortgaged to a greater

Mr. *Brynmor Jones*—continued.

extent than estates in other parts of the country?—I do not think they are.

30,485. But with regard to the small freeholders, you think that they are pretty heavily mortgaged?—I think a great many of them are.

30,486. Have you not in your experience come across any cases in which the buying of a farm by a family has led to prosperity, for instance, a sitting tenant, we will say, on an estate buying his farm when lots are sold?—Yes, I have known many instances.

30,487. In which it turned out well?—In which it turned out well.

30,488. Upon the whole, taking the whole number of years that you have been practising in this part of the country, would you say that it has turned out well in a larger proportion or in a smaller proportion of cases?—Well, really I could not tell you, but I should say there were a great number of cases in which it had turned out well where they were bought, as I mentioned, at reasonable prices, and where the money had not to be borrowed, but they paid for it out of their own pockets, and I think there is no reason to suppose that, with the exception of the agricultural depression which exists, they have had any great cause to regret their purchase; I do not think they have.

30,489. Has there been much change in the methods of agriculture in this part of the country during your residence here?—Yes, I think I stated that when I knew this country first—I was born in it, of course, but I mean since my business career—I should say there was about one-third of the country under pasture, that is leaving out the mountain lands and the common lands, and two-thirds under arable—corn lands. Now I should say it was exactly the reverse, that there are two-thirds under pasture and one-third under corn.

30,490. Thank you, that is all I wish to ask you; but I should like to add that I should be personally very much obliged to you if you would go through the Agricultural Holdings Act some day and write what notes may suggest themselves to your mind upon the different clauses?—When I have time I shall be most happy to do so.

Mr. *Brynmor Jones.*

Thank you, I entirely endorse your view as to the verbiage of the Act.

Mr. *Griffiths.*

30,491. Is it not true that you have been asked to come forward on behalf of the Landlords' Association to give evidence?—No, I have not, and out of those I have represented here to-day there is only one who knew I was going to give evidence at all.

30,492. Have you been asked by the tenants to come forward?—Yes, I have been asked to come by the tenants, and I declined to act for either of them, wishing to come here as a totally independent witness to give such evidence as I thought was correct, without fear or favour of either.

Mr. *Griffiths*—continued.

30,493. How then is it that Mr. Vincent, the Secretary of the Land Owners' Association, in the opening statement of the summary of your evidence says that he has called you?—I do not know that he has stated so.

(Mr. *Vincent.*) I do not say that.

Mr. *Griffiths.*

30,494. The opening statement says: "Respectfully addressed to the Commission. This witness, from the length and the area of his experience, is the most important I have called before the Commission, and I do not think time spent upon him can be better employed"?—Mr. Vincent wrote to me to ask me if I would act on behalf of the land owners of the association, and I wrote back to him and distinctly told him I would not, and he has my letter to that effect.

(Mr. *Vincent.*) That is quite right.

Witness.

He may have considered that I was an independent witness, and he may have been glad to get me, and I have no doubt he did so consider. I am very pleased to have given any information to the gentlemen who are here present. There was not a single landowner ever asked me to come.

Mr. *Griffiths.*

30,495. We will pass on from that, Mr. Owen. Has there at any time been 25 per cent. abatement given on any of the three estates you bring before us?—I should not have said there had if there had not been.

30,496. Will you kindly mention the estate?—Yes, I will; Major Stanley's estate.

30,497. That is not one of the three you mentioned?—I mentioned five, that is one of the five. If you will particularise the estates I will tell you. Which one do you mean? I say that per-centages have been given, varying from 10 per cent. to 25 per cent. That is my answer now.

30,498. You say that the agricultural depression commenced about 1886?—I said 1879 generally, but that it was not felt in Pembrokeshire until 1886.

30,499. I mean to say with regard to the depressed times—could you give us the average on these different estates of reduction for each year?—10 per cent.

30,500. It would amount to over 10 per cent.?—Yes, till this year, in which it would amount to more because two estates have given back 15 per cent.

30,501. We find that there is a great deal of arable land laid down to pasture in this district?—Yes.

30,502. What do you say the difference per acre in the value of the land which has been laid

Mr. *Griffiths*—continued.

down to pasture is. In some places I know it does not come to grass but very slowly?—Yes.

30,503. Would you kindly tell us what you consider would be the difference in the value of that land to when they used to grow corn extensively?—Do you mean the comparative value with regard to when you got your corn crops and what you could do with your cattle now?

30,504. Yes?—If so, I should say that when the corn crops were of a proper and paying value it would pay better to keep them under corn. Many of the lands have been laid down with corn because they were what they called corn lands and better suited for that than pasture, therefore I should say they would pay better as corn lands; but taking on the one hand the good price of corn at the time and the bad price of corn now, what I mean to say is this, that it would pay them better now to have them under pasture than under corn, but that previously corn lands paid better under corn. I do not know what your question relates to.

30,505. The farmers we have had before us have said that they cannot nearly make the money out of the land now that they could when they used to corn it?—Yes, I think that is correct, Mr. Griffiths.

30,506. You could not give us an idea as to how much per acre is the value of that land?—I have not gone into the calculation. If you are going to take two fields, one at the side of another, and one is arable and one is pasture, and one has been six or seven years in pasture, I should certainly say there was a considerable difference, even if the soils were similar, between the one under pasture and the one under plough, and I should say it would make as much difference in these times, depending on the different varieties of soil, as 10*s.* and 15*s.* an acre.

30,507. I quite agree with you that land varies very much. As to increase of roots, how do you account for the increase of roots grown in this neighbourhood. They are decreasing with us the other side of the water?—They are increasing all over the country. I think it shows the tendency there has been to good farming, and providing in sharp winters for food for cattle which they have never had before, and that is the principal reason. I think the assumed best system of farming is the best system everywhere, and root crops have paid in other parts of the country, and no doubt they are a most important addition to the farmer's profits here now.

30,508. Do you know of any instances in which farmers had compensation for allowing seeds to be sown on the farm?—Yes.

30,509. Is it general?—On one estate it is universal, and in other parts of the country it is used.

30,510. In your experience, Mr. Owen, do the landlords encourage the tenants by repairing or building better poultry houses, and the like?—Poultry houses?

30,511. The poultry houses are rather neglected everywhere, I think?—Yes it is so. I must confess I do not think the tenants pay

Mr. *Griffiths*—continued.

sufficient attention to poultry houses, and I do not think that in all the different properties I have had to do with, with the exception of making a goose cot, or something of that sort, that is all I have been asked by a tenant to do; so that they do not appreciate the blessings which you would give them, Mr. Griffiths, I am afraid.

30,512. Do you not think they should be encouraged to build them?—Yes, I think that should be done. I think in all probability the same reasonableness would be exercised with regard to goose cots and fowl houses as there has been with regard to others if they were asked for.

30,513. It is useless to get the best of fowls unless we have proper places to put them in?—I quite agree with you that to encourage that system of farming would be a very good thing.

30,514. Then what has been the effect of the dairy teaching in this neighbourhood?—I think beneficial.

30,515. Do you think that the butter generally in this neighbourhood is satisfactory now?—I think in your neighbourhood it is particularly so; I never tasted better butter than in your house.

30,516. But I mean in the country in general. You have had some experience; I think you have taken some butter from this part of the country to London, have you not?—I did. I believe there is a great improvement in the butter that has been made, and in the rules and regulations which the butter factories adopt, and they have been so ably carried out by your daughter.

30,517. Are not the farmers very slow to adopt them, as a rule?—I think they are very slow, and I think it is a great pity for them, because one of the great impediments to our sales of butter is that there is not evenness of sample, and consequently there is a difficulty in getting it taken by those who would give the highest prices for it.

30,518. We want more uniformity in our butter?—We do.

30,519. Do you not think it would be a good thing if we could get the Government to come to our rescue, and establish butter factories in the district?—I do not want to force anything upon anybody, but I think it would be a good thing if we could get Government to give us the means to do it.

30,520. If we could have some little assistance it would be a great help, and it would be a very good thing if we could get money advanced at a low rate?—I think it might be, I think Pembrokeshire men are generally as wide-awake to their own interests as most people, and that they would soon appreciate what you proposed to do.

30,521. Then what about the dairies on the different estates. Are there any modern dairies built on these different estates round about?—I am happy to tell you they are very much improved in my experience of late years, but still there is room for improvement.

Mr. *Griffiths*—continued.

30,522. Do you consider that dairies should be disconnected from the dwelling-house?—I should like to see them in every case disconnected, as far away removed from the farmyard as you could possibly have them.

30,523. Then I should like to know what you consider to be a considerable number of farmers migrating, how many would you regard as considerable?—I was trying to count them over on my 10 fingers the other day, and I could not fill up more than nine, so far as people were concerned whom I was acquainted with on my side of the water.

30,524. I think you are acquainted with a great many, but I think I can count nearer 50, farmers' sons and farmers?—Oh, yes, farmers' sons, I quite agree; I think it is very likely that there have been as many.

30,525. Then with regard to large farmers, I think you said they were treated much alike, and that there was as much demand for the large farms as for the small ones?—No, I think not. I think I said there was more demand for small farms than for large ones.

30,526. I misunderstood you if you did?—Yes, that is what I said, and the reason you would know without my telling you.

30,527. You spoke with regard to what we in this country term by-hold land just now?—Yes.

30,528. Is not this land generally let at a time when farmers are rather short of keep—of fodder?—Yes, I think I said so. I said they were let at a time when farmers had not even means of keep for their lambs, and therefore they were glad to let them out to other people who had.

30,529. Perhaps you do not remember this, but was it not in the year 1879 that the farmers of Pembrokeshire lost such a number of sheep?—I think there was a nasty complaint among sheep in that year.

30,530. We have heard that the landlords did not quite see that this depression had commenced until about five or six years later on?—I do not know what they saw, but I do not think they did appreciate it.

30,531. They did not see that the tenants suffered?—If they did see it, they did not appreciate it.

30,532. Do you think that in the country in general new cottages are built where old thatched cottages have tumbled down?—Yes, I think they are increasing wonderfully. I was never more surprised than when I had to be four days in the north and midland part of this country, and I saw that there were many more cottages springing up than I had seen when I was there last. I believe generally when there is a demand made for a cottage now there is no difficulty in getting it.

30,533. I know there are several villages in which the cottages are vacant?—Yes, they are vacant.

30,534. In some parts?—Yes.

30,535. Do you consider that it would be well for most agricultural labourers to have what we call three acres and a cow?—It depends upon where the three acres and a cow were to begin with, but I think that I should like to see every agricultural labourer keeping a cow. I think it would be a very beneficial thing. I think it might have a tendency to induce him to remain on the property.

30,536. Induce him to stay on the land instead of running into the town?—I do.

30,537. Is not very much of the land that was in years past cultivated up in the mountainous districts in this country now out of cultivation. Is it now out of cultivation altogether, land in the upper part of the country, bordering on the mountains?—I have been up a good deal about the mountains these last two or three months, and I was surprised to see a great deal of land up there that had been, since I was previously there, enclosed.

30,538. Have you not also seen a lot of land enclosed and left to go back into its former state?—Yes, I have seen that in some cases.

30,539. It does not pay to cultivate it?—But I have not seen it to any great extent.

30,540. Have you ever seen a written custom of the country in this part of the country, Mr. Owen?—I think I have.

30,541. I hold in my hand the tenant right in Glamorganshire, which is considered better than the Agricultural Holdings Act?—Yes.

30,542. Have you ever seen a written one in Pembrokeshire?—No, I have not.

30,543. Neither have I. I did not know whether you had in the course of your business transactions?—No, I have not, Mr. Griffiths.

30,544. Do you not know of any permanent improvement that would be done by the tenant in improving the land that he has not been paid for on leaving his tenancy?—That he has not been paid for?

30,545. Yes, that he could not get any compensation for, that he has farmed very well and improved the land very much?—No, I have not known any cases where a claim has been made for permament improvements such as good farming. I have not known any case where the claim has been made, and I am sure I have not known any case where it has been allowed.

30,546. With regard to the Agricultural Holdings Act, I believe you to be more of a lawyer than I am, but I will ask you this one question: Are not most of the Acts of Parliament, as well as this Act, written in such a manner as that an ordinary farmer cannot understand them?—Well, sir, what would be the use of our having lawyers if we did not pay them for explaining the Acts to us.

30,547. They are useful in their place, but I think the less we have of them the better. Then you have spoken of a good deal of land that has been sold?—Yes.

30,548. Could you give us an average of how many years' purchase it has been sold at; I know you have sold more land than any other man in this country. About how many years' average of purchase do you put it?—Over how many years do you want to go, say 40 years?

Mr. *Griffiths*—continued.

30,549. Yes?—Over 40 years, I should think the average is from 27½ to 28 years' purchase.

30,550. You have spoken of waste on farms; do you know of many instances where landlords have built manure tanks and the like for the use of the tenants?—No, not manure tanks. There are very few about the country at all. I should like to see them thoroughly used and employed.

30,551. You consider there is much waste in letting manure run away and in letting the rain take away the best part of it?—I think it makes the difference between 1*s.* and 3*s.* 6*d.* or 4*s.* per cube yard in the value of the manure.

30,552. Then you would recommend us to apply to our landlords for tanks, would you not?—Oh, certainly.

30,553. And manure sheds as well. In some parts they have sheds, but in others it is all kept under roof?—My recommendation is that you should apply to them for everything you want, and depend upon their generosity to give it to you.

30,554. If a Land Court were instituted is it supposed that every farmer must bring his case to the Land Court if he can agree with his landlord without?—I do not think after they have tried it once or twice they would ever try it again.

30,555. That is not quite an answer to the question?—Well, I would answer you, but I did not quite catch at first what you said.

30,556. It is not supposed that every instance, every case, should go to a Land Court?—I think very few of them would.

30,557. That is what I believe myself?—Yes, I think very few of them would; hence there is no necessity for it,

30,558. It is only intended for those who cannot agree with their landlords?—Yes, who cannot agree. Then I think you should adopt the same principle as Mr. Brynmor Jones mentioned with regard to the Agricultural Holdings Act, that it is referred to an honest man and a competent man to decide the difference between them.

30,559. That is the very question I was going to ask you. Do you not think that there would be a competent man appointed if there were a Land Court adopted?—I do not think there would be. I cannot say. My experience and reading of the Irish courts are not sufficient to justify me in supposing it would be so.

Adjourned for a short time.

Mr. *Richard Jones.*

30,560. I am not very sure, but I was under the impression that you told us in your evidence that there was a keen desire among tenant farmers to go to larger farms?—I do not think I said a keen desire. I said that I had let farms—larger ones—to the sons of old tenants upon the estate who were anxious to take them. I do not think I said there was a keen desire, but that I had done so, that I had let farms to the sons of tenants who had been on the estate for

Mr. *Richard Jones*—continued.

years and whose fathers had gone security to me for the rent and set them up on the farm.

30,561. Then you find that there is not an undue anxiety among farmers to go to larger farms because they think they are cheaper, and that, in consequence, they are obliged to borrow capital?—There is not an undue anxiety of farmers to go to larger farms? Is that what I understand you to say?

30,562. Yes, because they are cheaper takings as a rule?—I do not know that there is any preponderant wish to do that. I think that the farmers and their sons are sensible enough to know about what sized farm they could properly cultivate, and I have never found any great anxiety on their part to go to a farm which they thought they could not manage. The fact is that there has been nothing of the sort, I think they have never attempted it, and I think every man who has come to me for a farm has been in his own opinion and in that of his friends fully competent to farm that farm in a proper way.

30,563. I think you stated that there are farmers who have inadequate capital?—Yes, I did state it.

30,564. Do we understand that to refer to farmers who are commencing farming, or that farmers have become poorer?—Oh, no; I meant farmers commencing farming. It is like every other profession; we have a lot of men who think they know how to farm, and they have not the least idea of it, and they take a farm with the prospect of doing what others have done before them, but they are not able to manage it.

30,565. What is the effect of this upon rents in general?—I do not think it has so much effect upon rents as upon farmers and their landlords. If you put a man into a farm who has not capital enough to farm it, it must be a bad thing for him.

30,566. Certainly it is a bad thing for him?—Yes.

30,567. But has it not a tendency to stimulate rents?—The fact of a bad farmer going in with too little capital?

30,568. Yes?—No, I do not think so.

30,569. But would not the landlord put this interpretation upon the question: that his farm was considered cheap, and that, in consequence, there were a great many applicants for it, and would not he raise the rent according to the competition for the farm?—That is rather another question, is it not, whether competition for farms does not tend to increase rent; is that what you mean?

30,570. Well, yes, it amounts to that?—It amounts to that. I should say that competition for farms did tend to increase rent.

30,571. Do you think that rents at present are abnormal?—No, I think the times are abnormal.

30,572. You think that the present depression is only temporary?—I hope so.

30,573. Is that your opinion?—My opinion is that it will never recover itself to the condition that it was in, but that it will improve.

Mr. *Richard Jones*—continued.

30,574. Have you any reason for your opinion?—I have a number of reasons.

30,575. Will you kindly state them?—No, indeed, I do not think I will, and I will tell you why, because, really, it would be trespassing upon your time too much, but I will give you one of the reasons. Take, for instance, last year, in which we suffered more grievously than any year that we have had for many years; I think that, perhaps Providence will be kinder to us than we are to ourselves, and that we may not have such a dry year, which was the ruination to a certain extent of a great many of the farming interests in Pembrokeshire.

30,576. I will ask you a question to this effect: what share have you, as an agent, in determining the amount of abatements or the amount of reductions on the different estates?—Very little.

30,577. So that, really, it is determined chiefly by the landlord?—The generosity of the andlord.

30,578. And not by the merits of the case?—I will not say that. Some men, you and I for instance, may have a good deposit at the bank that we can draw from without drawing upon our tenants; but there are many landowners who are placed in this position, that the charges upon their estates equal half their rental, and they cannot afford to be so liberal as you and I, who are landlords who have money in our banks that we shall not miss.

30,579. But do you think that the landlords take their proper share of the present depression?—I think they will have to.

30,580. Do you think they do?—I think it would be for their interests to do so eventually.

30,581. What is your personal opinion; are the present abatements adequate?—In some instances yes, and in some instances no; it depends upon when the farms were let.

Sir *John Llewelyn.*

30,582. When you say "when the farms were let," I suppose you mean with regard to the times?—Yes, whether in the extreme of prosperous times or in ordinary times.

Mr. *Richard Jones.*

30,583. Then if that is the position of affairs, practically the tenant has only to take what the landlord chooses to give him?—Well, of course, he has only to take what the landlord chooses to give him. I see your point; you are quite right.

30,584. You say that the agreements are so constructed as to be beneficial to agriculture generally?—I do.

30,585. To the tenant and to the landlord?—I think the one I had the pleasure of handing in to you is one that if its covenants were kept would be beneficial to agriculture generally.

30,586. Do you not think it would be of greater benefit to the tenant in a year like the present to sell the straw off his farm instead of consuming it?—I do not think any tenant has any straw to sell.

Mr. *Richard Jones*—continued.

30,587. But supposing he has. I have some to sell?—You are lucky. You think it would be better to sell it; well, yes.

30,588. And I propose selling it because I think it is better. I have no agreement with my landlord?—I see your point, and I think, under the circumstances, I should advise you to sell. It would be better for you if you have no agreement, because you can get a tremendous price for it, and it would be a good thing for yourself.

30,589. But according to this agreement, you know, a tenant could not sell?—According to that agreement I find that the landlords in every case form no objection whatever to the tenant selling a moderate quantity of hay and straw off the farm, and in some instances, within five miles of Haverfordwest, the landlords have themselves purchased that hay and straw, and given a good price for it. I think that a great many of these covenants are considered by the landlords to be more honoured in the breach than in the observance. There is no doubt about it.

30,590. Do you know of cases where tenants do drainage on a farm entirely at their own cost?—Yes, I have known cases.

30,591. Do they in those cases write to the landlords to obtain their consent?—No.

30,592. Do they give notice?—No.

30,593. Supposing a tenant were to carry out a certain amount of drainage without giving notice to the landlord?—Yes,

30,594. Of course he could not claim compensation under the Agricultural Holdings Act?—No.

30,595. What course would he take?—He would suffer the penalties of a very foolish action.

30,596. Does that often occur?—No, very seldom.

30,597. Does the landlord carry out the drainage?—He generally supplies pipes and gives full permission to use any stone on the estate for that purpose; he very often finds the stone.

30,598. Supposing that a tenant drained a certain field, and he was supplied by the landlord with pipes, and he left, say, in the course of two or three years?—Yes.

30,599. Would he make a claim for compensation under those circumstances?—I think in all probability he would, and I think in all probability the landlord would allow him for it.

30,600. Supposing that a valuer, you, for instance, were called in, for what period would you consider the drainage would be an improvement; when would it be exhausted?—I should say, with regard to a matter of drainage, it would depend upon how it was done and with what material it was done. Of course I need not tell you as a farmer that if the tenant put pipes, for instance, into peat land, I should advise the landowner not to allow him a single penny, because he would deserve to pay for his stupidity; if he was draining heavy clay land, I think, in some cases at a moderate depth and not too low, the pipes would be as good as any-

Mr. *Richard Jones*—continued.

thing else; but with regard to good drainage, which I suppose you refer to——

30,601. Yes?—Well carried out——

30,602. Yes?—I should say that any landlord whose tenant did those repairs ought to allow him the bulk of the cost of drainage for doing it.

30,603. And you as a valuer would recommend it?—I should recommend it.

Mr. *Griffiths.*

30,604. Do you know of any instances, Mr. Owen, where a certain sum of money has been added to your valuation before a tenant takes the farm?—I do not think you ought to ask me that question, and I will tell you why.

30,605. I shall not ask you to name the case?—No; but when I send in a valuation to the gentleman who employs me, say as a landlord, I consider myself bound in secrecy to keep that valuation to myself. It may or may not happen, I will not say it has never occurred, that I have heard that the farm has been let at a greater amount than my valuation. It has occurred, but seldom.

30,606. You are very well acquainted with the county of Pembroke and all the counties around it pretty nearly in England and Wales, but is it not a fact that there is a greater area in proportion under cultivation than in any other county in England or Wales?—Yes, I think so in all probability.

30,607. I am taking it from the agricultural returns?—Yes, I should think it would be so; at all events it was so. I question whether it is not decreasing or has not decreased lately. At one time I should say there was a far greater amount under cultivation.

Sir *John Llewelyn.*

30,608. By "under cultivation" you mean arable land, I suppose?—Yes.

30,609. None has gone into a prairie condition, I suppose. It is all either arable or grass land under cultivation?—Oh, yes.

30,610. There is no derelict land in the county is there?—No.

30,611. Like there is in some parts of England?—Oh, no.

Mr. *Griffiths.*

30,612. The following is taken from the Government agricultural returns. "The average "size of the total number of holdings is about "50 acres, though the farms range generally "in this county from 100 to 300 acres. Pem-"brokeshire has, according to Table 10, in the "agricultural returns for 1886, 1,105 acres "allotted for cow runs, which is more than "any other single county division in England or "Wales"?—Allotted for what?

30,613. For cow runs, whatever that means—that is the wording?—I do not know exactly what that is. I never heard the expression before.

Mr. *Griffiths*—continued.

30,614. "Lincolnshire, which is more than four "times as big, has only 611 acres allotted to the "same purpose, whilst the three county divisions "or ridings of Yorkshire, which in total area are "almost 10 times as big as this county, have only "1,272 acres so allotted"?—Of cow runs?

30,615. Yes?—I lived in Lincolnshire, and farmed there for two years, and I never heard the term used.

30,616. It is in the Government returns "To "show the disproportion in actual figures, "Pembrokeshire with a total area of 393,682 "acres, has 1,105 acres allotted for cow runs, "and Yorkshire with a total area of 3,882,851 "acres, has 1,272 acres allotted to the same "purpose"?—Do you understand what it means, Mr. Griffiths?

30,617. Not fully. I only just had it put into my hand, and I have not had time to look over it?—I mean, that perhaps by putting the proper name to it I should be able to understand it better.

Mr. *Seebohm.*

30,618. I am sorry to add to the length of your examination; I have only one or two questions which I should like to ask?—I shall be only too pleased to answer you.

30,619. I think from what you said in answer to Mr. Brynmor Jones' questions, you admitted that there was considerable ground for alteration in the Agricultural Holdings Act?—Yes, I do.

30,620. Do you think it would be possible to draw any schedule which would cover the varying conditions of all the different parts of England and Wales—one schedule?—Yes, I think it might be quite possible.

30,621. For instance, with regard to sheep, we have had evidence that in some mountainous districts it is necessary for the sheep to be taken by the incoming tenant?—I do not think I have given evidence to that effect. I said I knew nothing about sheep runs.

30,622. But we have been told in different parts that the sheep born and bred on a particular mountain are more valuable on that mountain?—That I know myself, infinitely well.

30,623. Then that gives rise to a custom or right, or provision that would be useful, that the incoming tenant of the landlord should take those sheep from the outgoing tenant?—Quite so.

30,624. That does not apply to the whole of England?—Oh, dear no.

30,625. Therefore, would it not be necessary that the schedule should provide some sort of elasticity as to the things which the outgoing tenant is to take?—You see if it did not apply to England it would be like a great many other things which we put in the schedule; it would be left to wait until the time and to remain as a matter for calculation as to where it did apply. It would overburden the schedule a little, but I do not think it would do any harm.

30,626. But would not the fact be that the just right of an outgoing tenant as between him

Mr. *Seebohm*—continued.

and the incoming tenant would be different in different parts of the country?—I think it is universally acknowledged both in Scotland and the north of England and the mountainous district in Wales where those sheep runs are that the same conditions would apply. I think that in all those cases you would find that where the sheep are bred and born on the farm, the very fact that they are being sold off the farm would ruin that sheep farm, and therefore it would apply to all mountainous districts as well as Wales.

30,627. All that you say ought to be included in the schedule?—Yes, certainly.

30,628. In France, perhaps you may be aware, that each department or each commune has its own little code?—I know, and I think that is detrimental to the general interest. I think that is a great mistake.

30,629. Passing from that, supposing that the Agricultural Holdings Act and the Improvements Act were made perfectly just so far as possible, the next point would be to get some form of settling disputes about it which would not be open to litigation?—Just so.

30,630. I think you made a suggestion that instead of a Land Court settling points of difference of that kind, some sort of a referee might be used?—Yes, I think that might be done. I think a properly qualified professional man who was, as we will assume he would be, fair and honest, would be more acceptable to the tenant farmers and to the landlords than any court that you could have, because it would be less expensive on the one hand, and in my opinion he would be fully capable and confident.

30,631. Would there not be another great advantage, that it would not be public—that there would be no public litigation?—Just so. That would be a great advantage.

30,632. And therefore it would not interfere with the good feeling between landlord and tenant so much as application to a court?—And I think both parties would mutually agree.

30,633. Then I wanted to ask a few questions with regard to fixing of rent. You have had very large experience with regard to questions of rent?—I have.

30,634. Could you in a few words state the principle upon which a just rent under present circumstances could be got at?—I am afraid if I began at the beginning of what a surveyor's duties are, and a valuer's duties are, it would take a very long time. A man, I contend, cannot fix a just rent unless he is fully acquainted with the principles of agriculture. A man must know those, and he must also know something of the geological formation of the ground, because it is so easy for a man to make a mistake going over land which perhaps looks green and flourishing, and that land may not be worth perhaps more than 10*s.* an acre, and he will go over another field where he knows the soil is deep and of good quality, and that field would be worth perhaps 30*s.* an acre, and yet look worse than the one

Mr. *Seebohm*—continued.

that is 10*s.* It is the same with land as with men, you must not judge them by their looks.

30,635. You would agree, of course, that the competition rent is not the rent that you would like to be fixed as between landlord and tenant?—It is a thing which would be most unfortunate for the country.

30,636. On large estates and well-managed estates at any rate you would say that the rents were not anything like near the competition price which land hunger would induce people to offer?—I do not think they are as a rule. I think that the highest rents paid are those in this country where men have made their money in other businesses, and have been accustomed to good percentages, and have bought land and expect to get something like the same percentage out of it as they did when in business. Landowners are generally accustomed to a return of about 2 to 2½ per cent. upon their land.

30,637. Then with regard to the point of fixing a just rent, of course you would not go simply on the past, but you would really have to go upon the prospective value, would you not?—To a certain degree, yes.

30,638. And that would be exceedingly difficult for a Land Court to entertain?—Yes.

30,639. A Land Court would be in the long run almost driven, would it not, to go to the competition rent?—I think it would result eventually by a Land Court, with all the powers that they have, in the rents being raised considerably higher than they are at the present time.

30,640. And it would be very difficult to lay down any principle by which, unless they took the rent which was fixed by the outside laws of supply and demand, to frame any rules by which any court could be guided?—Yes.

30,641. So that, on the whole, your distinct opinion would be that it is for the advantage of the tenant, as well as of the landlord, that the more private mode of obtaining the result should be continued?—I think so. I do not think that the rent forms nearly such an important element with regard to farming in this country now as the purposes for which the Agricultural Holdings Act was made; that was to protect tenants on their farms, and to give them the full benefit of their improvements, and that the matter of rent, although an important one to a certain extent, is not so important to them as the full capability of realizing, and seeing their way to realize, the outlay of capital they make on their farm. A man has often come to me saying, "I am paying "10*l.* a year too much rent, or 20*l.* a year too "much rent." I think for the future that that 10*l.* or 20*l.* is a comparatively small issue at stake compared with what I should take to be meant by an improved agricultural holding.

30,642. Referring to the Agricultural Holdings Act, the difficulty of making it compulsory for the landlord to pay for improvements done by the tenants to which he has not given his consent lies very largely in regard to that class of

Mr. *Seebohm*—continued.

landowners who might not be able to pay liberally for improvements that were made?—Just so.

30,643. Would you think there would be anything in such a suggestion as this, that in certain cases where an improvement was made which was substantially for the advantage of the farm, but which the landlord, let us say, was too poor to conveniently make, instead of a lump sum being charged either at the end of the tenancy or at the present time, it should be dealt with by a reduction of rent for a certain number of years. Could the difficulty be met partially in that way?—Well, I think it could be done. I am not prepared to say how it would act, but there is no doubt it could be done in that way.

30,644. Because if the question of whether this improvement was to be compensated for or not, or to be made or not, were left to an outside referee, such as you mention, it might be perfectly easy to a large landowner, and a landowner with large capital, to comply with the conclusion of that referee, but, on the other hand, with a landlord who is in difficult circumstances, there might be a bar to his complying, unless some mode was found by which it could be done without a capital sum being expended?—Just so, hence the necessity on that point of keeping that portion of the Act intact as it is, and with regard to notice to the landlord, because a man who felt he was not able to compensate his tenant for any outlay he made afterwards would not enter into such a contract with him.

30,645. I should just like to put one further question, which I put to a witness yesterday. Would you not say that we had to look from a broader point of view than simply the advantage of the present sitting tenants in considering these questions, and that supposing, as I put it yesterday, there were two countries, one of which by a sort of hot-house legislation encouraged the farmers to stay on the land longer than they ought to do, and under adverse circumstances, until you had a larger population on the land than, according to the ordinary laws of supply and demand, you ought to have, and another country, where the laws were such that it threw more upon individual enterprise, and did not nurse a population upon the land which was not needed, would you not say that the second was really the best, looking at it from a national point of view, and from the point of view of every one concerned?—Yes, I should.

Mr. *Grove.*

30,646. With regard to the Agricultural Holdings Act, you said you would like time to think it out?—I should very much.

30,647. If we had a sitting in London, say in two or three months, or something like that, would you come up and appear again before the Commission?—I should be very happy to come, only I should like before doing so to thoroughly study the Act.

30,648. That might be very useful. We gather from you that the preservation of game causes no unpleasantness between landlord and

Mr. *Grove*—continued.

tenant in this county?—It has caused unpleasantness, but I think the passing of the Ground Game Act has rectified that a good deal.

30,649. When you spoke of railway rates; you say you think they have been increased of late?—They have always been high, and that is always the case, I fancy, in a country where there is no competitive line, because we find the rates after we get into contact with the Midland and London and North-Western are moderated considerably, but, say, from Carmarthen or even Swansea down, the charges are remarkably high, in fact, so as to be almost prohibitive.

30,650. You could not say that they are charging more than they are entitled to by their maximum charge, under the recent legislation, could you?—I do not know that they are. I should not like to say that at all.

30,651. You are aware of the Fertilisers Act, which has been passed recently for the protection of the agriculturists?—I have heard so.

30,652. Has the County Council appointed an analyst under that Act, do you know?—I do not think they have at present.

30,653. They are going to, I suppose. In fact, it is compulsory upon them to do so. Is there any combination amongst farmers—farmers' clubs?—We have farmers' clubs, but landlords and farmers mutually join in them.

30,654. Have you any Chamber of Agriculture for the county?—Not in Pembrokeshire. There is one in Carmarthenshire, but not in Pembrokeshire. There is a Farmers' Club.

Professor *Rhŷs.*

30,655. We have heard some contradictory accounts of the breed of cattle in this county. What is your opinion about them. You did not say much about that in your evidence in chief?—No, I did not, because I felt that there were others more competent to say, but at the same time, if you ask my opinion, I think we cannot do better for our country, for our own selves, than to stick to our own Welsh breed—the Castle Martin breed. We can improve upon them sometimes by a cross, but I think the pure Castle Martin breed is better fitted for this country than any other breed we have got.

30,656. You touched also on the question of cottages. I think you said that you had built some, or seen some built?—I have built a great number of them. When I say "built," I mean superintended the building of them.

30,657. Yes. Those cottages, I take it, would be up to the requirements of the present day?—Yes.

30,658. What would the rent be?—The rents of them would be from 3*l.* to 4*l.* a year, which is as much as I should expect to get, knowing that we should have to pay rates and taxes ourselves, they being under a certain rent.

30,659. Would that be a fair interest on the outlay?—Oh, no. Every cottage that is built by a landlord he never expects to pay.

30,660. That would be to accommodate the farmers?—Yes, to accommodate the farmers, because the cost of an ordinary cottage, such as

Professor *Rhŷs*—continued.

would meet the requirements of this age, would not be less, in my opinion; at least, I have never been able to get them done for less than 80*l.*, and they have reached 110*l.* and 120*l.*

30,661. Still, if you could get one built for 80*l.*, and got 3*l.* a year rent for that, you would consider that to be a good return?—I should not consider that to be so. We have to keep it in repair, of course.

30,662. Yes. The old cottages are admitted, I believe, to be very bad. There are some old ones still existing, are there not?—There are some specimens of ancient architecture.

30,663. I think you mentioned, and other witnesses certainly have mentioned, that the things which induced men to leave the country and go to the towns are the higher wages and the society, which they like better?—Yes. I think the education of the present day has had something to do with it. Every man can be educated highly if he likes to take the trouble to go to school, and every boy, and they begin to prefer fine clothes and fine towns more than they do their much better and healthier occupation of living in the country.

30,664. Would you say that the education in the elementary schools is carried to that extent in this country?—I think the education in the elementary schools now certainly is frequently carried to a very great extent, and, I think, very often has the effect of rendering many of those who are educated there unfit for the states of society in which it pleases Providence to place them. I think I would give them the best education, and a fair education, to enable them to do their work in life in the best way, but I think there is no occasion to force them to learn things which hereafter may not be of any use to them.

30,665. I am surprised rather to hear that. They must have made great progress, or at least some people would call it progress, since the time I was Inspector of Schools myself. My great difficulty then was to find that boys left school with any adequate knowledge of arithmetic for the ordinary purposes of life in rural districts?—Was that in England or Wales?

30,666. North Wales. You do not suppose that men left the country on account of the bad accommodation of the old cottages—you do not think that had anything to do with it?—I think very little to do with that, in fact nothing, for this reason, that when I have built new cottages on different properties the greatest difficulty I have had is to get the people to come in from the old ones into the new ones.

30,667. And, I suppose, at first they keep the new ones in as bad a state as the old ones?—They take a long time to learn how to live in good houses.

30,668. That I can quite believe. There is one other thing I wish to ask. You have to do with both the parts of the county, the English and the Welsh parts?—Yes.

30,669. Would you mind mentioning some points of difference between the people in those two parts. I suppose there are points of difference besides the language?—Distinctions and points of difference?

Professor *Rhŷs*—continued.

30,670. Yes. For instance, is it not the fact that the farmers and their labourers in the English parts of Pembrokeshire fare better than in the Welsh parts. I have heard it said that it is so—that they have better food?—I think that depends greatly upon the size of the farmer himself. Do you mean the farmer and his family.

30,671. Yes?—I think there are many farmers in the north parts, the Welsh parts of the county, who have fared equally well in this year, and in the past better than in the north part of it.

30,672. Then you would not say that it was true that in the English part they fare better?—Not in that respect. I think that many in the north part of the county are equally well off, and equally well supplied with all the comforts of life, as well as in the south part of the county.

30,673. And are they as good workmen in the north as in the English parts?—Quite.

30,674. Do you know of any points of difference between them that have ever struck you. I ask you as you know the county well?—Well, I really do not think I do know of any.

30,675. Do you ever have tithe difficulties in the English parts of Pembrokeshire?—No, we never do.

30,676. Do you have difficulties in the Welsh part sometimes?—Yes, we have had, and still, I am sorry to say, have a little; but I think that is principally consequent upon the farmers in the Welsh parts being more liable to influences that are brought to bear upon them than they are in the south.

30,677. Are they more completely Nonconformists in the Welsh parts than in the English in proportion to the number. Is there any difference of that sort?—No, I do not think that makes any very great difference.

30,678. As a matter of antiquarianism I think we have heard that Pembrokeshire was a great sheep county at one time. Do you happen to know when it ceased to be so?—No, I do not—not in my time.

30,679. Oh, no; but I thought possibly you might know, but that is merely antiquarian?—No, only one has read something about it being a good sheep county, but I have never heard that it was so. I have known that it was particularly celebrated in the London markets for the Welsh mutton, but I did not know that it was particularly celebrated for the quantity of sheep which they have grown here.

30,680. I think it was once rich in sheep?—You may be right about that.

Mr. *Brynmor Jones.*

30,681. Do you know anything of a custom which is called "hafod," or sometimes called "maerwriaeth"?—I do not know it by that name.

30,682. Mr. Lleufer Thomas in his report says that it is a custom which is a survival of older tenure on the Carmarthenshire borders

Mr. *Brynmor Jones*—continued.

He says, "It is called in the district by the "Welsh name, 'hafod' (which when properly "applied means an entirely different thing, "namely, summer pasturage), but the term "'maerwriaeth' is used for it in other parts of "Carmarthenshire. The custom is that the "cattle are hired at so much per head, the "aggregate sum raised thereby being accepted "as the rent of the land, and all the implements "and utensils are let with the land. The "tenant is obliged to return the cattle and "other things in the original state, due allow-"ance being made for the wear and tear and "natural depreciation"?—Yes, I have heard of it.

30,683. You have heard of such a custom?—Yes.

30,684. Where have you found traces of that custom, or where have you found that that custom exists?—Not in any place that I have had to do with, but I have been on farms professionally for valuation, where I have been told that the custom did exist in some parts of Carmarthenshire.

30,685. You do not know whether there are any traces of it in Pembrokeshire or Cardiganshire?—I do. I think I have heard of some places where the tenant dairymen hire their cows, but not in Pembrokeshire. I think it exists in some parts of England.

30,686. Which parts of England?—In Herefordshire and Worcestershire.

Sir *John Llewelyn.*

30,687. I have two questions handed up by Mr. Vincent. "I take it your view is that any "system of involving a judicial rent would "reduce landlords to the position of annuitants "or owners of a rent-charge. Is that so"?—That is my impression.

30,688. In your experience do the owners of a rent-charge ever spend money for the benefit of the land from which the rent charge issues?—Not that I am aware of.

30,689. I have also a question to put to you which is handed up by Mr. William Williams. "How many farms in Pembrokeshire rent "higher now than they did 50 years ago"?—I am sure I cannot tell.

The witness withdrew.

Mr. T. P. Mousley called and examined

Sir *John Llewelyn.*

30,690. Mr. Mousley, you wish to rebut something that was said yesterday?—Yes, Sir John.

30,691. Will you confine yourself as closely as possible to those portions of the evidence given yesterday that you desire to rebut?—I have nothing to say except to deny two points in Mr. William James' evidence that you received yesterday at Narberth. The first is on behalf of my father and myself. I deny most emphatically that either he or I have ever been influenced in raising rents by the knowledge of so-called "land grabbers" or any number of persons behind the scenes who might have been waiting for the farms. Nothing of the kind has ever taken place.

30,692. One question asked was this. "You "can assign no reason, at any rate, why you "should be raised 3*l.*," and the answer was "Well, I cannot satisfy myself, unless it is that "land grabbers have been applying"?—Yes, but such was not the case. There was a lot of money laid out on the farm in question. I left home before I saw the evidence, and therefore I cannot give you the figures. I can furnish them if you wish, but of course the slight increase of rent—3*l.* I believe—was on the improvements which had lately taken place in buildings.

30,693. By whom were those improvements made?—I think it was about seven or eight years ago.

30,694. By whom were they made?—By the landlord.

Sir *John Llewelyn*—continued.

30,695. Subsequently the question was asked, "Do you think that the old tenant would have "to leave, even if the same rent which had "been paid up to that time was offered by "somebody else"?—Certainly not.

30,696. The answer was "Undoubtedly"?—Certainly not; as long as the old tenant can pay his rent there he stays, and there I hope he will always remain.

30,697. Another question was, "Do you think "any such instances have happened on Lord "Cawdor's estate? *A.* Yes."?—No, not that I know of.

30,698. Could any have happened without your knowledge?—No, I think not.

30,699. Those are the questions which I have marked here, and which are handed up to me?—There was another point; there was something said with regard to the rents being raised periodically every 21 years, or rather that that was one of my father's reasons given at the time of this increase of rent on Mr. James' farm, that he might expect, having been on the farm for 21 years, that it was time for the rent to be raised. Such was not the case.

Mr. *Brynmor Jones.*

30,700. Do you remember whether you have received any application from persons for a farm at that moment let to someone else?—Yes, I believe that has happened when the question was unsettled—hardly gone into— and nothing certainly decided upon as to the farm having been

Mr. *Brynmor Jones*—continued.

given up. There always have been applicants for farms likely to become vacant.

30,701. Has it ever happened that the rent of a farm has been raised after such an application has been made?—No, most certainly not, not to my knowledge.

Mr. *Griffiths.*

30,702. Would you kindly tell the Commission how long you have been agent?—I only succeeded my father last year. He gave all his evidence at Pembroke on Tuesday, and that included this part of Lord Cawdor's property as much as it did the Stackpole estate.

The witness withdrew.

Mr. John George called and examined.

Sir *John Llewelyn.*

30,703. I may say a statement has been handed up to the Commission, which is signed by Messrs. John George, Joseph Gibby, David Bowen, William Davies, John Warlow, and John Llewellin, and I propose as a convenient course to invite those other gentlemen besides Mr. John George to listen carefully to the evidence that is given, and then, instead of traversing the whole of the ground that Mr. George covers, I will ask them whether they generally approve of or agree with what Mr. George may say, and then ask them whether they have anything to add to that statement. That is the course which, with the sanction of my brother Commissioners, I propose to pursue now, in order to save travelling over and over again the same ground. At the same time I wish to give every facility to those other gentlemen to add to anything or to contradict anything, that they may think is either left out or wrongly stated in Mr. George's evidence. I will ask you, Mr. George, to kindly give us your statement, or put it in any form that you choose?—I am a tenant farmer, and I may say that I earn a pound or two at anything that I can pick up, butchering or anything of that sort. Is it necessary for me to give the area that I am giving evidence about?

30,704. Just as you like. State in your own way whatever you think of importance?—I will deal with the question of management, and then, perhaps, I might travel a little further than the Hasguard district into some of the adjoining parishes. *Management:* Agents have received no special training for the supervision of land, with few exceptions in this town. They are all very nice sociable gentlemen, but their knowledge of land is nil. The gentlemen are all very nice and sociable gentlemen, but I maintain that they know nothing whatever about the value of land.

Professor *Rhŷs.*

30,705. Do they know anything about the parts of a cow or a horse?—Not of the value of it. Then the question was asked whether there was any difference on account of politics. There has been an attempt to set up political and religious hatred, but I am happy to say that that does not exist, and I am glad to think that it has had no effect. I have a letter here that was written by a gentleman who had held a very prominent position in the country and represented a very large interest, and it appeared in the public press. I have a copy here.

See 30,808–9.

Sir *John Llewelyn.*

30,706. Would you kindly hand in the letter to the Commission?—I will. [*Witness handed in letter.*] He advises the Unionist landlords not to contribute to the preacher or to let the lands to Radical tenants. The latter portion of the letter applies more particularly to it. *Occupation:* The date of entry is the 29th of September. Farms are let from year to year generally. There are no great demands for leases, and when applied for they are not readily granted. *Leases:* Rents are too high for a desire for a lease, and covenants are apt to be more strict as to repair, &c., and I consider short leases, say for 7 or 14 years, more harm than good, for by the time you get the farm into a bit extra good cultivation you must begin to tear it to pieces to get back your extra outlay, or at the expiration of such lease, if times are good, you would have to pay an increased rent on your own industry. Single life leases are objectionable, in my opinion, as one's family would be more likely to be disturbed at the death of the father, as it would be generally his life that had been in it, and the family would be likely to be disturbed in their weakest moments. There are exceptions, of course, where this would not apply under good landlords. *Agreements:* Some of the penal clauses are severe and objectionable. I know of some cases, gentlemen, where the outgoing tenant has to pay for mowing hay, or he is not allowed to do so at all, and that if he does he will have to leave the aftermath in the land for the landowner, which is equivalent to cash payments. In other cases the rotation of crops is not strictly adhered to. I can give a case, Mr. Chairman, where there is an agreement for only one white crop, and the tenant, after laying oats or wheat, put in rape, and he thought that was a green crop, but at the time there was a great demand for land, and the landlord came upon him, and the consequence was that he had to pay 75*l.* for ploughing up 15 acres. I am pleased to say, gentlemen, that those landlords have not continued on this side, and the farms have changed and gone into much better hands. He was charged 75*l.* for 15 acres, and he is only allowed one white crop. Most tenants receive copies of agreements, but on some estates they only sign one, which the landlord keeps, and when they come to leave they find they have signed a very objectionable document. That is, very often the agreement is in a pocket-book, which I am prepared to prove to you, and very often the servant girl is called in to witness the signature. I have a gentleman here that can prove

Sir *John Llewelyn*—continued.

the statement as I go on. *Rent:* Rent is fixed at the gross, and not so much per acre. There is no uniformity of rents of similar quality. It varies very much on adjoining estates, as much as 50*s.* per acre. This could be borne out, and it makes a vast difference whether the tenant is a taker or is letting the land. I could give an instance where he takes a farm at 16*s.* 6*d.* on one side of the road, and lets his own for 3*l.* 10*s.*

30,707. Sub-letting?—No, not sub-letting; purchase. *Other services:* In some cases, such as driving coal, but they are not irksome; but not taken in account of rent; farmers generally think it a pleasure. There is nothing objectionable in that. *Rent, how fixed:* Rents are not fixed on a basis of valuation, but too often the highest bidder or the selected tenant has to give such highest bid. It does not result in fair rents being fixed. There are some tenants who have applied for reductions, and landlord and tenant have agreed to have it valued, but when valued reduced by about 30*l.* or 40*l.* per year. But landlords stuck on 15 per cent. more than valuers' valuation; so the rent is not fixed by valuation. *Rise in rent:* Rents have been raised lately from 50 to 250 per cent. *Permanent reductions:* I know of only one or two. *Temporary abatements:* There are temporary abatements from 5 to 20 per cent., but these occur at irregular periods, and always stop much too soon. Some have received abatements in the way of manure. The most rack-rented farms get no reduction or very small reductions. There are notices given by some landlords or their agents of such abatements, but not by all. Rents are more frequently raised than reduced, and it does not depend on a revaluation generally, but in some cases it does. But, as I have before stated, it is not always acted upon when it is against the landlord. I know where a tenant has found it difficult to get the rent about, and the landlord to help him took away about half his land, and charged him nearly the same rent. The raising of rents depends upon no principle, rather unprinciple. It often occurs when land is sold, or where owners have lived beyond their means and have got themselves involved, then they raise the rent on the tenant. I can give cases. I am not speaking out of book, gentlemen. I can give cases where the landlord went to ask the overseer to raise his assessment. That is another dip, I suppose. *Subdivision:* Subdivision has largely been resorted to on some estates, with the result of very much increased rents and starvation of many tenants. I may refer to a farm of about 150 acres. The farm used to be let for 125*l.* a year. Now it is let for 300*l.* There is an old barn made up into a dwelling-house, and some other outbuildings for the pig.

Professor *Rhŷs.*

30,708. Those made up for the pigs I suppose are better than the old barn?—Very possibly indeed. The pig fares much better; the pig is always fat and the man is looking very poor.

Sir *John Llewelyn.*

30,708*a.* Then as to small farming?—The farmers' ability to provide for their families is *nil.* Their children have to leave home to seek a livelihood elsewhere. This refers to holdings of from 30 to 50 or 60 acres. I find I have omitted a portion of my notes; my notes may not be so regular as some other gentlemen's as I am not used to it, but I have evidence here to prove that the children are occupied on the farms, and that without the labour of the children the rents could not be paid. There is evidence here to prove that. *State of cultivation:* There is no scarcity of labour, but the land would take more than it gets. There is certainly not any scarcity of labour, at least not scarcity of labourers; there may be of labour on the farms. I believe the farms would take more, but there is no money to pay for it. There is no scarcity of labour in the district that I come from. I know of men almost starving now for the want of work, but the farmers cannot employ them. They are under close-reefed topsails. The land would take more than it gets. There is no land going out of cultivation in our district. There has been a change in the nature of agriculture; more is laid down to pasture at the tenant's expense. *Root crops:* There is a large increase of root crops grown. There is no fallowing in consequence of low price of wheat and other grain. Improvements are made in buildings by landlords. Some do it gratuitously except that the tenants have to do the haulage. Other landlords charge from 5 per cent. to 7 per cent. and the tenants do the haulage free. This is very objectionable where the tenant has to pay interest on all moneys laid out, as tenure is so insecure and changes may happen from so many other causes. Suppose he pays interest on 300*l.*: in many cases to accomplish this the tenant would have performed from 40*l.* to 60*l.* of work for which he will get nothing. Where buildings are erected at landlord's cost, the tenant would willingly do haulage. Where charged interest, the tenant ought to be paid for haulage and the whole sum capitalised. The tenant would then be secured from loss if he had to leave in a few years. I believe the land is better cultivated now than heretofore. Some landlords give manure. There is no compensation obtainable in our district and no custom. Landlords contract out of the Agricultural Holdings Act. In 1875 the times were good, and some landlords took advantage when giving notice to contract out of the Act, and raised rents. I am not aware of tenants applying for written consents to perform specific improvements under these Acts. Landlords do grant permission in many cases, such as to plough fields where forbidden in their agreements. Having to apply for permission to do improvements would be likely to cause friction and unpleasantness. Then, as to valuation. There are no allowances to outgoing tenants for improvements in buildings or on land. In some cases there are great hardships. I can bring before you, gentlemen, this case. I know a

Sir *John Llewelyn*—continued.

farmer, who was compelled to build outhouses for his stock; the stable was coming down on his horses, and the landlord would not do so, and he was compelled to do so. In a few years he had to go out and he had no compensation. If you wish it, you can get that gentleman before you. There is sometimes a valuation of roots and manure, and sometimes straw and hay, but more often the tenants are allowed to sell by auction all crops and even manure. Sometimes straw is left, but the incoming tenant has to thresh it, &c. Then as to disposal of interest in holdings. There is no right that a tenant can dispose of in his holding, may he have laid out ever so much in labour and cash to improve his holding. A tenant ought to be able to do so. As to game preserving, at present there is no excessive game preserving. A few years ago there was, to the great injury of tenants, but happily this is done away with. Rabbits were were very destructive, but there was no compensation paid. As to agricultural education, there has been some in dairying, and lectures on manures and manuring and feeding stuff. Railway rates are very high and so uncertain that we can hardly know what anything will cost. It is against sending our products to other markets. Then as to the general relations between landlords and tenants. The relationship between landlord and tenant is generally good, and there is a general desire to remain so. The chief cause of discontent is high rents and bad times. We feel that the time has come when both parties should look the matter squarely in the face. We as tenants are crying out for fair rents, and what we mean by fair rents is fair rents for landlord and fair rents for tenant, and that the landlord should receive a fair share of the produce of the farm as rent, and that the tenant should receive a fair return for his labour, and for that of his family, and something for his capital invested in his stock. To arrive at this, there should be uniformity of rents. I do not say that all lands should be at, say, 20*s.* per acre, but according to the quality—not one farm at three times as much as the other of equal quality. Then, if we could arrive at a uniformity of values as rent, and then fix a proper graduated scale, such as is in force regarding tithes at present, this would do away with any friction between landlord and tenant, and would be fair to both alike. Many of the landlords have acknowledged by their abatements this principle; it is only to arrive at a proper basis, and I have no hesitation in saying that such a basis could be arrived at. Then on this graduated scheme landowners would benefit from any advance of prices as well as tenants, and both would also suffer together. No one would have anything to fear from such an arrangement, but the rack renters and speculators in land, and I may say gamblers in land. What I mean by that is that they really go in and buy land and break it up and let it again. I could name many cases where they have received hundreds and hundreds of pounds that never came out of the land. Land would then be bought as an investment, not as at present as

Sir *John Llewelyn*—continued.

a speculation, and it would make a more safe investment for those who have cash to buy with. It is the speculators in land who are to a great extent making the burden unbearable, and they have had thousands of pounds out of hard, working, industrious people. Such speculators raise rents so as to pay interest and live as if they were some great people. Then security of tenure. Again, the tenants should have security of tenure that they may feel secure in their holdings, and then they would do their utmost to get the very greatest amount of produce out of the holdings. As to free sale of produce, they should be permitted to sell the produce of their holdings in the best market, and the whole of that produce. Then as to free sale of improvements, the tenant should be paid for all improvements, whether structural or improvements in the fertility of the soil. If a tenant should cause two blades of grass to grow where one did before, or two bushels of corn where one grew before, by his industry and perseverance and capital, I maintain he has a just claim to this, and should be able to reckon it as capital as if it were in his pocket or in a bank. If we had these things we should feel secure. There are changes that no one can have control of, and circumstances which no one can foresee. I know a farmer who had farmed from day to day, as it were, for he knew that his landlord or landlady were getting old, and he also knew that the farm would have to be sold at their death. The consequence was that the farm became very much reduced indeed in fertility. It was worth less when it came to be sold, and the farmer did no good to himself, simply because there was no security in his tenure, and consequently all suffered. That is the end, gentlemen, except any one likes to ask me questions.

30,709. You talked about speculators in land, and even gamblers in your evidence. Do you know of any people of that kind in this part?—Yes, but the land has gone out of their hands. I know a gentleman that bought land, and let it. It used to be let at 150*l.* a year, and it was let for 303*l.* I can positively state that there have come hundreds of pounds out of the family's pocket to keep people in the farm. There was a lease taken on it. It was on that estate, which is a small one, that there was the case where the party went and asked the overseer to increase his rates.

30,710. What was the object of that?—Oh, I think you can see through it as well as me—to get another dip—to have another mortgage.

30,711. What do you mean by another dip?—To have a bit more on the mortgage, I should think. It is in the mortgagee's hands now, and they have got a white elephant.

30,712. But have there been many of these land speculators as you call them in this part?—Unfortunately, there have. I can bring a gentleman forward that went on to a small holding on one of these estates; he went there with an ample stock; he had a tidy little balance at the bank, and in a few years he had to take

Sir *John Llewelyn*—continued.

a hoe and work as a labourer in the garden to get a bit of food for his children.

30,713. That was the tenant?—That was the tenant; he went there with ample stock, with ample ability; his stock went altogether. As he said in his own words, he would not like anybody to have known how he was situated, but he had to go to gardening, and he was brought up to a better profession.

30,714. That is the tenant, but who was the land speculator. Had his landlord bought that land recently?—Yes.

30,715. He raised his rent?—No. He went into the farm, and he found the rent was too high, and before he could pull himself together, he found that he was on his back.

30,716. You mentioned just now that some landlords charged from 5 to 7 per cent. on outlays which they had made on their farms?—Buildings.

30,717. Is that common?—Well, about half I should think do it in what is rather a small district. There are some landlords who do the buildings all themselves, that is, Lord Kensington and other landlords in the neighbourhood. My own landlord does the buildings, and we do it between us, and there is no interest.

30,718. But when you pay interest, you pay at least 5 per cent. on the building?—Yes.

30,719. Do you really know any case where you pay 7 per cent.?—I have been told by the tenant that paid 7 per cent. that he could not make it anything better, but I could not get such tenant here to-day.

30,720. Are you quite sure that that would not be a sufficient reason for his not coming. Do you really believe it?—I believe that it is only slavish fear—that there is no reason for it, only it is the slavish fear of the tenants.

30,721. But really do you believe that any number of the landlords in this part of the world have been charging 7 per cent. recently?—Oh, yes.

30,722. Do you know of any?—Yes, certainly, or I would not have mentioned it.

Mr. *Seebohm.*

30,723. For how many years, you do not mean a permanent addition to the rent?—I am referring now to one case in my mind of about 14 years. There was 300*l.* outlay, and 5 per cent. was paid on it, and the tenant did all the haulage.

Professor *Rhŷs.*

30,724. He paid the 5 per cent. all that time?—He pays it now. It is bundled in with his rent. He paid it separate for several years, and now it is all in his rent.

30,725. Do you know whether his rent was very low?—No, it was not low.

30,726. I mean low at the time?—It was let by tender—at least, it was advertised to be let by tender. The gentleman had to leave home by a certain date, and he sent for the tenant that was in, and asked him what he would give, and he agreed upon a certain amount, but there were tenders came in afterwards with 20*l.* a year more, and he had to pay 20*l.*

30,727. We have heard that it is not very usual here to let the land to the highest bidder. Do you think this was a very exceptional case?—I cannot say. At this time, times were very good. Farm produce was selling very well, and we were all anxious to keep in our holdings. I could give some statistics of how farm produce was selling about this time, gentlemen. There was a lease which expired on this farm, and there was a new tenant who had taken the farm, and then it came to be sold; the farm had to be sold again. It is not in the same landlord's hands at the present time. I know for a fact that he took the farm at 150*l.* a year, but he really had to pay 170*l.*

30,728. How was that?—Because there was a tender went in for 170*l.* That bears out my statement that the selected tenant has got to pay the higher rent.

Mr. *Grove.*

30,729. You say that leases were not very readily granted when they were asked for some time ago. I suppose now leases are not wanted?—Leases are not wanted.

30,730. Then you say that you have known a case where the lease was put on to a pocket-book?—The agreement.

30,731. The agreement was put on to a pocket-book?—Yes.

30,732. Is that sort of thing at all usual?—It is usual on the estate I believe.

30,733. Is it?—Yes, and I know a man that was there for six years, and never got one new jacket all the time he was there.

30,734. No copy was given at all?—No copy.

30,735. Then at the time when someone might be leaving, they would find that there were conditions in their agreement which they had not dreamt of?—Yes.

30,736. You go as far as that, do you?—Yes. They found that they could not mow the hay, and if they had mown the hay, they had to come to terms and pay so much for doing so. So the general rule was that they had to leave the aftermath behind. It is done in several cases on this same estate. I am glad to say it is not a very big one, but the hay generally came handy for the wind up.

30,737. But would it not be rather a foolish thing for a man to sign an agreement of that sort without knowing fully what it contained?—Well, it happens like this. On a man leaving to go out of a farm, very possibly because it may be sold, or from some cause or other, the tenant can take no other farm; there is on other farm to be got, and the one he takes is at any rate a little hole to shove his head into; besides, they want to keep things together very possibly in consequence of bad times, and again they want to keep in their old homes.

Mr. *Grove*—continued.

30,738. You said that notices of abatement are not always given?—No.

30,739. Do you know cases of that sort, where a farmer would sell his stock at very low prices on purpose to get the money ready to pay his rent, and then when he goes with his rent he finds there is an abatement coming to him?—No. I do not know of such a case, for I am happy to say that the landlords generally do not press to a day or two, or even to a month.

30,740. But still, if an abatement is to be made in the rent, is it not reasonable that the farmer should know of it some little time before?—It would certainly be right. I know a case so far as this: that a landlord asked the party who paid the rent when she went there how they were standing; it was a farm just bought; she told him that if she had known before she would have sold her cask butter and paid him. He said, "How much have you got left?" She said, "Two shillings," and the landlord paid her back 5*l.* Had she known the 5*l.* was coming, she would have paid him perhaps a month before, nearly up to scratch.

30,741. Do you think there are cases where the children of farmers go up into the hills in various places and earn wages, and then remit the money back to their fathers to pay the rent?—I have known such cases.

30,742. Are they general at all, do you think?—They are not general, but I can prove that that statement is correct.

30,743. You have not said anything about a Land Court in your statement?—No. Well, it is very objectionable to lots, and we do not like to put our heads into hot water knowingly.

30,744. People generally put their feet into hot water, rather than their head?—Very possibly objection may arise from something that Mr. Owen has been trying to set before us, but we want rents fixed properly—uniform rents.

30,745. You want security of tenure?—Security of tenure.

30,746. And free sale?—Free sale, as that gentleman over there said.

30,747. And full compensation for your improvements?—Yes.

30,748. Those are the main points, are they?—Yes, as that gentleman over there said about the straw, if I could sell my straw, I should have had 6*l.* a ton for it this last year, and I should have been able to sell and buy hay too.

30,749. Just let us go to another point for a moment. How is that when you send goods by railway you are very uncertain what you have to pay for the carriage?—They are more uncertain coming than sending. I sent for some barley to Bristol, I heard that the freight had been reduced, but by the time that I came to pay for it I had to pay about 19*s.* 6*d.* for six quarters, whereas if I had sent for it by sea I should have had to pay 8*s.* 8*d.* or 8*s.* 9*d.* So we cannot tell what it comes to.

30,750. But of course you know that the the railway companies can only go to a certain limit in their charges, which is fixed by law?—There is no doubt, and a good many charges can be specially arranged, but it causes so much friction and so much time that it is really not worth the while; it is better to keep the produce at home. I know for a fact that they are very nice, and will try to do their best, but they have to refer to someone here and to someone there, and you really cannot get to know what the carriage will cost. I am speaking from experience.

30,751. But what I want to point out to you is this. There is a small book, and that small book costs a shilling; it tells you what every railway company in England and Wales can charge. It is issued by the Board of Trade. You could easily look at this when you have your pipe at night after your supper, and see exactly what you have to pay, and what they can make you pay?—Yes, but when you are doing business with a railway company if you go and state everything very precisely they will charge you a preferential rate, a rate under C. or a rate under D. or anything else. All that may be on the book, but then you do not like to bring them up to the point; you think you are doing a better job with them.

30,752. Of course, that is a matter of policy; but still, there is a limit to which they can go and no further?—I know.

Professor *Rhŷs.*

30,753. On the question of free sale, I am not quite clear. What free sale do you mean?—Free sale of a farmer's improvements. If he will turn his land into pasture and get it into a good state of cultivation he ought to be paid for it.

Mr. *Seebohm.*

30,754. Following out that point about free sale, do you mean that the outgoing tenant should have free liberty of selling to the incoming tenant his holding with the improvements?—Not the holding—only his improvements. If he sold to a solvent tenant there should be no objection by the landlord. Certainly I should not wish to take the power out of the landlords, but you ought to be able to sell the improvements. Land would be in a very different position if that were so.

30,755. You do not mean the goodwill—you do not mean selling the holding?—No.

30,756. You mean you ought to be compensated for all the improvements you make?—Yes.

30,757. If you sold your holding the result would be, if you sold it to the highest bidder, that the incoming tenant would be rack-rented?—Very possibly.

30,758. And that as I understand it in Wales is not what is wanted?—That is not what we want.

30,759. Then with regard to a Land Court, you know what the feeling of the tenant farmers about you is?—Oh well, I have not referred to

Mr. *Seebohm*—continued.

a LandCourt, but I know what the mind of the farmersabout me is. The political side is a Land Court, but it would not do for me, for I am considered a bit of a Home Ruler, and possibly it might not come with good grace from me to say so; but I know the feeling of all the political parties which I mix up with is that we should have some court to which we could refer our grievances and the adjustment of rents.

30,760. But did I not understand you to say a little time ago that you did not want to put your head into hot water?—Yes.

30,761. That you did not want to have litigation, you wanted some simpler way of getting a fair rent?—Yes, but you must please understand that you introduced the Land Court, and I am replying to you.

30,762. I only wanted to get at the bottom of what the feeling really is. What is the feeling?—The feeling is that we ought to be more secure on our holdings; and if we do any improvements, and if anything can be arranged less objectionable, I am certain that everyone would be glad to fall in with it, if there could be such a thing devised.

Mr. *Richard Jones.*

30,763. I will just follow up those questions of Mr. Seebohm. I am not anticipating a Land Court, but I will ask you a question to this effect. You say that many of the tenant farmers are rackrented. What suggestion have you to offer for having those rents reduced except by the principle of a Land Court, or something of that sort?—Well, I fear rather that the principle would be adopted; where there is rackrenting there is no principle.

30,764. Is this fact that there is no demand for leases an evidence that farmers are doing well, or that they are not doing well?—God bless me, Sir, it is no good talking about that these bad times, or there will be somebody picking us up. We are doing the best we can. The fact is, the rent is too high for us to have leases. We should be afraid to take them on the present prices. There is no question that the rents are actually too high, and produce is actually coming down. If it would not be retracing my steps, I could give you an instance of my own. My farm was let about 22 or 25 years ago, and I should like to tell you what the value of the produce was at that time. The landlords, I maintain, were justified in raising the rent then, in consequence of all produce selling well. I entered on the farm where I am at the present time 22 years ago. The rent of the farm was risen 25*l.* to me from my predecessor. I say this, that the landlord was justified in raising the rent. I sold butter that winter at 1*s.* 8*d.* a lb in the rolls, and the previous year just the same, and butter in the cask went at about 16*d.* up to July. We sold stock of about 18 months old at from 9*l.* to 13*l.* each. I sold mine for 11*l.* 10*s.* Now, such stock is not worth scarcely half the money. The farm produce, I maintain, is not worth more than half

Mr. *Richard Jones*—continued.

at the present time that it was 22 years ago. So I give the landlords credit that they were justified then; but we ought to have had it down long ago. When we get abatements they are stopped a lot too soon. It is not begun in time, and is stooped too soon They do not help us over our weakness long enough.

30,765. You think that the landlords really have not realised the state of things?—That is my opinion; that they have not, or else I know we should have abatements from a lot of them. They have not realised the state of the times. We have got a lot of good landlords in Pembrokeshire, there is no doubt of it; but they have not realised the state of the times.

30,766. You think if they had realized it, they would have recognized the state of things by making reductions?—Yes, and I hope that this will quicken the recognition, too. I can state as a fact that a difference of 55*l.* was made up quick last week, when the party was coming here before the Court. I can speak as a fact that the difference between the landlord and the tenant was made up quick, a difference of 55*l.*, on account of the Land Court coming here to-day.

Mr. *Grove.*

30,767. No, you do not know that. They were perhaps in a very good humour with each other?—Well, they talked and they quarreled, and they talked and they quarreled, and then they became greet; and they were in a pretty good humour when they left.

Mr. *Richard Jones.*

30,768. You say that there is not sufficient liberty for the tenant in the cropping of his farm according to the agreements?—No, well, that would apply in some cases. I mentioned a case where he could only put in one white crop. The fact is this very gentlemen gave me liberty to bring this case forward. That farm had changed into much better hands, and this year he has liberty to plough and break through that agreement, in consequence of no seed coming. We get so to believe that the one white crop system is the proper one, but the fact is he broke through it, and tried to get it a little further, as he thought to call in the red crop and green crop.

30,769. But are there not circumstances when it is better for the tenant to take two white crops in succession?—There is no doubt of that especially before the land lying down if the land is a little too old and spongy. It would improve under the process in my opinion.

30,770. Ploughing up an old pasture for instance, it would be better to have two white crops?—Yes.

30,771. You think there should be more liberty in cropping left to the tenant?—Yes. If you notice, in my statement, I did acknowledge that landlords were allowing tenants to break up land when it was really prohibited in their agreements; landlords allow the tenants to

Mr. *Richard Jones*—continued.

do that. Anything, sir, only not come down with the rent. That is about the fact of it.

30,772. You say you know of a case in point where the farm was let to the highest bidder?—Yes.

30,773. When perhaps there were more desirable tenants applying for the place?—Well, I think the illustration I gave you will be quite sufficient.

30,774. On whose estate was that?—The party owns no land now. I can give you the name of the estate. The party owns no land now; they have gone the other side. This was a farm that was changing hands at that time very often; it was changing owners, and it was bought no doubt at a bit higher rent for certain private purposes, but the fact remains the same, that the party took it for 150*l.*, and it was risen to 170*l.*

30,775. You say the rents in some cases have been raised from 50 up to 250 per cent.?—Yes.

30,776. Under what circumstances would farms be raised to that extent?—The one case in which it was raised 250 per cent., was no doubt an old lease. The farm had let at 28*l.* a year, and now it is let at 108*l.*

30,777. Did the landlord build extensively?—A little, not much—not extensively.

30,778. When did the lease fall in?—About 40 years ago, I should think—about 39 years. There are several cases I could give you to bear out those statements which are quite correct. There is one farm that was raised from 110*l.* to 180*l.* I think you have got my notes there. The names of the places are there.

30,779. You had better read them or else they will not get on the notes [*handing back to the witness his notes*]. If there is any gentleman that is not satisfied with the statement, I am prepared to give them. I should not give it publicly unless I am asked for it.

See 30,797. 30,780. Are you willing to hand over that document for it to appear on the notes?—Yes.

Mr. *Griffiths.*

30,781. You said that as a rule farmers have no interest for their capital?—That is my opinion and experience. Well, in some cases they may, certainly.

30,782. Can you give us the name of the gentleman you referred to who made the statement that he had no compensation whatever when he left?—Yes, Mr. John Llewellyn, of See 30,890. Walton West. He had built a barn, and he put a roof on his house, and he did up the cow-house, and was allowed 14*l.* for it. He is here.

30,783. That was not sufficient?—Oh, certainly not by a long way.

30,784. Did he apply for more?—He is here and can answer.

30,785. Is he one of the people whose names you have given us to-day?—Yes, but they will not all come before you. It is only to bear out my statement. I could give you evidence of cases where the children are employed on the farm, and where they could not pay the rent except the children were working on it for nothing. There is a gentleman here that is prepared to give that fact, and there is another here prepared to give evidence that he could not pay his rent at a certain time except he had had money from his sons.

Mr. *Griffiths*—continued.

30,786. Do you consider that more might be made out of farms if you had security of tenure and compensation for improvements?—Certainly. There is an instance there that I gave you. I know that man. He was farming from day to day. Naturally he knew the landowner was getting old, and on the death of the husband it was very possible the farm was to be sold. He was only just farming from day to day, and that was no good to anybody. Certainly the farm would have been in a much better state if there had been security there.

30,787. I know you do a good deal in the butchering line?—Sometimes.

30,788. We had a complaint at Pembroke that farmers could not sell their bulls or cows, that they cannot sell them now, I believe?—That is quite right. That is our experience, and the farmers are reduced.

30,789. Do you think we should petition the Government?—No, certainly not. It is only carrying out the arrangement that we used to have, but it is more strict. If it is carried out to the letter it is alright. It is right for them to have the best that the land can produce They have to go down to be shot very often, and they ought to be well fed to get a bit of pluck in them.

30,790. Who do you consider ought to eat the beef?—The soldiers that are to be shot down. Was not that what you were referring to?

30,791. I mean the beef that we cannot sell?—Well, sell it a bit sooner. Let it be younger.

30,792. At what age must they be sold according to you then?—You can keep them a good bit when you are selling the stock out.

30,793. As beef I am talking of?—They would never be more than eight years old when they are on the butcher's block.

30,794. Have you sold beef to the army at eight years old?—No, four years.

30,795. Then they are not killed at all?—No, certainly not, that is what I said.

30,796. I think it is a great loss now that we cannot sell our cows?—We shall find a better market. If we have rules laid down we must stick to them. It is no good finding fault and wanting to get out of them, not a bit—look it square in the face.

Sir *John Llewelyn.*

30,797. I find there are others in Court who desire to have these names out, so perhaps I had better get you to read out in court those names where you say there has been a rise in rent?—The rise in rent of 250 per cent. will be

Sir *John Llewellyn*—continued.

found in the parish of Talbeny on a farm called South Hills. There is another farm that used to be let at 110*l.*; now it is let at 180*l.* That is Middle Broad Moor. The glebe at Talbeny used to be let one piece at 14*l.*, now it is 28*l.*; Upper Hasguard used to be let at 108*l.*, now it is 192*l.* That is a good bit back, but it has changed hands. The other farm, Lower Hasguard, again has risen from 130*l.* to 185*l.*; that is, including the building. Walwyn's Castle Farm has risen from 125*l.* to nearly 300*l.* Those are the cases I have just in my mind.

Mr. *Brynmor Jones.*

30,798. I do not think we have the particulars of your own case quite. When did you enter upon your present holding?—22 years ago.

30,799. What is the size of it?—100 acres.

30,800. I think you told us that the rent was raised 25*l.* upon the old rent when you entered?—Yes.

30,801. Has there been any increase in your rent since that time?—No.

30,802. Have you received any abatement or reduction?—Yes.

30,803. When did you receive the first abatement?—Oh, be hanged, I cannot tell you—about the same time as most of the rest of them did.

30,804. But was that about the time that Mr. Rule Owen thinks the depression spread to Pembrokeshire, about 1887?—I think you must come down a little bit earlier—no, 1887 is about it.

30,805. What abatement has been made to you?—From 10 to 20 per cent.

30,806. Regularly?—Well, we got manure as an abatement. I was at my landlord to give me some abatement pretty well a year or two ago, and he said to me "Have had some manure," I said, "I beg your pardon, I have not had any these two or three years." He said "That is your own fault." Of course, that would never occur again for the want of asking.

30,807. Who is your landlord?—Sir William Davies.

30,705. 30,808. Is the letter you referred to a letter signed by R. W. Esmond White, Lieutenant-Colonel, Principal Agent of the Pembrokeshire Conservative Association, and published in the "Haverfordwest Telegraph" of the 5th October, 1892?—I believe that is it; you will find the date on it.

30,809. I have just glanced through it. Is this the paragraph you are referring to: "Unionist "landowners can materially assist, if only they "band themselves together, as the Radicals do. "Why should the former grant land, or give "money, to support chapels so long as their "congregations are avowedly hostile to the "Unionist cause; why should they assist the "preacher so long as he is the deadliest enemy "of their class; and why should they give their "farms to Radical tenants so long as good or "better Unionists applied for them Why "should they (as is often the case) give a pre-

Mr. *Brynmor Jones*—continued.

"ference to a Radical applicant, who will vote "against the principles and the interest they, "the landowners, profess to have at heart." Do I understand that you challenge that statement. Is it the fact that preference has never been given to a Radical applicant?—No, I do not. As I said in my remarks, I was happy to think that it was not acted upon, and I am of opinion that the gentleman would be sorry that he wrote it. He was rather under excitement at the time.

30,810. I thought you meant that this was an evidence that difference of politics and difference of creed had some effect with regard to agriculture?—Well, we are not to know what is behind the scenes when he was inciting the landlords to do so.

30,811. Now the inference I draw from Colonel White's letter, is this: he is complaining that landlords will not give preference to Unionists and Church applicants for farms. Do you think from your knowledge of the district that landowners have given preference to Conservatives or Church applicants?—I should not like to say so but it is an incitement.

30,812. Have they acted on it?—Not that I am aware of.

Sir *John Llewelyn.*

30,813. There are some questions handed up by Mr. Vincent: "Will you name the landlord who charges seven per cent. on improvements"?—I am prepared to give it upon paper. It is said that it is charged on the St. Botolph's estate.

30,814. You do not know it of your own knowledge?—Yes, I have reason to believe it is correct in one instance whatever.

30,815. "Will you name the landlord or landlords who charge five per cent."?—Yes, my next-door neighbour does.

30,816. "Is he still the landlord"?—Yes, it has not changed hands since the building has been done.

30,817. "Who is the landlord who kept his "agreement in a pocket-book"?—Mrs. Somers, Rosemore. I have an old tenant here who can speak of it.

30,818. Do you know that of your own knowledge, or is it hearsay?—I have heard it often, and I have had relations living on the estate.

30,819. "Do farmers in your parts make a "rule of signing agreements without having "any idea of the contents of them"?—I hope they do not.

30,820. "With regard to the cases you have "named of rent being raised, have you taken "into consideration the question whether "money has been spent by the landlords"?—In some cases. In my own case there has been money spent by the landlord, but in the majority of cases very little, nothing to approach the increasing rent.

30,821. "What is the period of time covered "by these increases of rent"?—One would be

Sir *John Llewelyn*—continued.

about 39 years, and the rest would come within about 22 years.

30,822. Mr. Vincent also supplements his previous question with this, that you have mentioned only Mrs. Somers as keeping the agreement in a pocket-book?—That is the only name.

30,823. You do not say who the next-door neighbour was in regard to the five per cent.?—Mr. Charles Matthias. I think, Mr. Chairman, that I omitted this letter that I ought to have read to prove my case as to the insecurity of tenure. I have a letter here from an old tenant on the estate that he had his rents raised four times in 11 years 70*l.*, and had notice every two years.

30,824. This is a letter from a gentleman whose name we have down on our list of witnesses?—No, it is not, he used to live in the district. He had notice every two years, and his rent was raised 70*l.* in 11 years.

30,825. This is not Mr. Llewellyn, of Little Haven?—No.

30,826. This is a letter from a gentleman who might give evidence if he liked?—Oh certainly. It was pinned in my notes, and I must refer to it: "Dear Sir, In reply to your letter, father "was rose four times at Mullock in 11 years; "in 1864, 25*l.*, in 1866, 25*l.*, in 1867, 5*l.*, in "1868, 20*l.*, and one notice to leave besides, "but was never rose. He paid 330*l.* when he "took it first, and was rose to 405*l.* during "that time. I remain, yours truly,

"J. Llewellyn."

30,827. One other question by Mr. Vincent, "Can you tell us whether these increases which "you have named were upon old leases in any "cases." You told us one case?—Yes, in one case.

30,828. Have you any other names to give?—Yes, there was a lease of one of the Lower Hasguards—there are two Hasguards—from 130*l.* to 170*l.* I believe, and the late owner was the gentleman who stuck on the 20*l.* a year.

Mr. *Brynmor Jones.*

30,829. In reference to some question that Mr. Seebohm asked you, I should like to ask you a few more questions. What do you mean by "security of tenure" when you use the term. You have told us that you do not care for leases?—Not at present rents.

30,830. Times are so depressed, you say, that it would be very imprudent to take a lease for a term of years at the present prices. If that is so, what kind of security or fixity of tenure do you wish to have?—We ought to have more than from year to year.

30,831. Do you mean a longer notice than one year's notice which is now given by the Agricultural Holdings Act?—That I cannot say; but there is no security when we can go in one year and come out the next.

30,832. Do you think there is a general feeling in favour of the provisions put in the Land Bill brought before the House of Commons by the Welsh members a year or two ago as to security of tenure. The provision was very much this: "A sitting tenant could not be evicted as long "as he paid his rent and performed certain "statutory conditions"?—I believe that would be a very good thing.

30,833. Do you think there is a general feeling amongst the farmers of the district in favour of such a provision?—Yes.

30,834. Has it been discussed among you?—Yes, and I move about amongst a good many of them.

Sir *John Llewelyn.*

30,835. Do you know any instances of farmers who have lost their holdings who have paid their rents?—Yes, Mr. Llewellyn had lost all he had on the farm too.

30,836. Is he the gentleman who pays 405*l.* a year?—No, that is another gentleman.

30,837. The same name?—Yes.

30,838. Mr. Llewellyn is coming as a witness?—Yes.

The witness withdrew.

Mr. J. GIBBY called and examined.

Sir *John Llewellyn.*

30,839. Do you live at Talbenny Hall?—Yes.

30,840. You have heard Mr. John George's evidence?—Yes.

30,841. Is there anything you would wish to add to it, or take from it?—No. I think we pretty near agreed at the meeting that it would be best for our locality that Mr. George should come. I would say one thing, however, as to taking the evidence of the agents at Haverfordwest; they certainly are the agents of A 1 landlords. But you are not then getting at the No. 2 landlords, that is the rack-renters. You must take that into consideration. Mr. Rule Owen is a nice gentleman, and he gave evidence with regard to the estate he lives on, but we cannot all live on that estate. As to the farm

Sir *John Llewelyn*—continued.

I hold I never got a penny back in percentage. I pay a rack rent, and I do not get a penny. The landlord complains of bad times and says he cannot afford it.

30,842. Are you under a large or a small landlord?—A small landlord; that is the worst of landlords in Pembrokeshire, the landlord who buys farms and lets them out. With the landlord I lived under before this he lived *that* side of the hedge and I lived *this*. He lived under Sir Charles E. G. Philipps, of Picton, at 16*s.* an acre and charged me 3*l.* 10*s.* for mine. I had to make a living for my small children somehow, and I tried, but those cases are great hardship. This free trade gives the landlord the benefit as well as the tenant. He goes and buys everything

Sir *John Llewelyn*—continued.

by free trade too. Why should not they lower the rents to meet the case. My landlord tells me he can eat foreign mutton, and that is very nice, but I cannot; indeed I would rather not have anything to do with it. Everything Mr. George has said I should like, so far as I am concerned, to agree with.

Mr. *Grove.*

30,843. What size is your farm?—109 acres.

30,844. What rent do you pay?—160*l.* There are nine acres of that you may call waste land and about 100 acres of good land.

30,845. The 100 acres you call fair arable land?—Yes.

Sir *John Llewellyn.*

30,846. The name of your farm is Talbenny Court?—Yes. Within the last 30 years there have been three tenants before me who have been sold out, so I think I have a strong heart in me to go on after them as they never paid their last half year's rent.

Mr. *Grove.*

30,847. Have you asked for any abatement?—Yes, I have even offered to build outhouses, if they would allow it back in the rent, at my own expense. If it was not for my family (I have three sons and two daughters) I could never have lived there. They work the farm for me; it is not my working for them.

30,848. Do they give you their services free?—Certainly.

30,849. Do you give them nothing in return?—I can hardly pay for clothes for them out of the farm. That is all I give them, and perhaps a shilling in their pocket when they go to a fair, or something of that sort. That is all I give them.

Mr. *Grove*—continued.

30,850. Are they grown up?—One is 24 and the other 18.

30,851. Is the one of 24 a boy?—Yes—a man.

30,852. He is entitled to go where he likes?—Yes, and the penny paper is encouraging him to say he is not going to work for the landlords much longer; then I am afraid I shall have to go to the Union or somewhere else.

30,853. Have you anything else to say?—No, I think the rents should come down just as the tithe comes in, as Mr. George says. As for a Land Court, well, it would be a good occupation for the lawyers very likely at the end if you had one.

30,854. At the same time from what you have said the appeals to your landlord have not been successful?—No, not only in my case, but I think, with the exception of two farms in the parish, there is no abatement made in Talbenny parish, and it is no use appealing to the landlords.

Mr. *Brynmor Jones.*

30,855. As to your son, do you mean to say if you had to pay a labourer the average rate of wages for what your son does you could not make both ends meet at all?—No, I could not.

30,856. So that the position is this, without the voluntary help of your family you could not carry on the farm?—I could not.

The witness withdrew.

Mr. DAVID BOWEN called and examined.

Sir *John Llewelyn.*

30,857. Do you live at Monk Hill, Milford Haven?—Yes.

30,858. You have heard the evidence given by Mr. George and Mr. Gibby?—Yes.

30,859. Have you anything you wish to modify?—Not anything particular. I can bear all his statements out because we live in the same parish.

Professor *Rhŷs.*

30,860. What is the extent of your farm?—Including all, I should rather think it is 120 acres.

30,861. What is your rent?—164*l.*; and I have then about 20 acres of cliff land.

30,862. Out of the 120 acres?—Yes.

30,863. You have about 100 acres of cultivatable land?—Yes.

30,864. Is that good land?—Part is fair and some very inferior.

30,865. Is there a convenient market for your produce?—Not very convenient; we live opposite Dale, and I have to go to Milford and Haverfordwest; it is about seven miles to one and about 11 to the other.

Professor *Rhŷs.*

30,866. How many horses do you keep?—Four as a rule.

30,867. How many servants have you on the farm?—Not one, but I keep my own sons and daughters, the same as Mr. Gibby says.

30,868. Do you pay them anything at all?—I pay them nothing, only food and garments, and that is very inferior, like my own.

30,869. Has there always been that rent to pay?—Yes, always that rent. I have a lease of it for 21 years.

30,870. Have you asked for any abatement?—I did have an abatement on one occasion. That was last June; and I have asked this Christmas, and have had none.

30,871. Does your landlord own much land besides?—Yes, but I am rather under a difficulty. I live under two landlords; I live under the son and the mother.

30,872. Then I am not surprised?—The son, my landlord, is a good one; he is a man to live

Professor *Rhŷs*—continued.

and let live, but I cannot say that the mother has the same feeling concerning the times, and perhaps she does not understand it the same as the gentleman does himself.

Professor *Rhŷs*—continued.

30,873. We have heard of the difficulties of persons with two masters before?—And we can hardly ever please them both.

The witness withdrew.

Mr. William Davies called and examined.

Sir *John Llewelyn.*

30,874. Do you live at Talbenny, Little Haven?—Yes,

30,875. Do you confirm what Mr. George, Mr. Gibby, and Mr. Bowen have said?—Yes.

30,876. Do you wish to modify what they have said in any way?—No, nothing, only lower the rent.

30,877. What is your holding, and what is your rent?—My grievance was settled this week before I came into court to say what I was going to speak of. I am under two landlords, and one of them had a bit of a grievance, and he settled it before it should come to the Land Court. I invited him to come along with me here, and if I should make any false statement he could hear it, and before he would come here he said he would give me it, that was 55*l.* There was a difference of that betwixt us. That was interest on repairs, double interest—two fines.

Professor *Rhŷs.*

30,878. You said "the Land Court;" did he call this Commission a Land Court?—No, I called on him to come.

Mr. *Seebohm.*

30,879. Could you say roughly how many of your neighbours, farmers, think the same as you do?—I do not think they care about putting in an appearance here, but I think they would be glad to have it.

Mr. *Seebohm*—continued.

30,880. Would there be 25 of them, do you think?—Oh, yes, I think 50 of them.

Professor *Rhŷs.*

30,881. What parish or parishes is that in?—In the neighbourhood, not in Talbenny alone, but in the neighbourhood around.

30,882. Between here and Milford?—Yes, or a smaller district than that.

30,883. What parish is it chiefly?—In Walwins castle.

30,884. Are you in Talbenny parish?—Yes.

30,885. Is Little Haven a parish?—No, Talbenny is the parish.

Mr. *Seebohm.*

30,886. Is nearly the whole district under small landlords?—Yes.

30,887. Is that the great reason, do you think, for the difference?—There is no doubt that is the reason.

30,888. Is this state of things the result of a sale some few years ago, or has it been going on for a very long time?—Not lately; it has been going on for a very long time.

30,889. Was it a large estate cut up into small farms?—The parish of Talbenny, where we live, is not cut up, it is the same as it has been for many years. It has always stood the same.

The witness withdrew.

Mr. John Llewellyn called and examined.

Sir *John Llewelyn.*

30,890. Do you live at Little Haven?—Yes.

30,891. You have heard the evidence given by these other gentlemen, and do you agree with it?—Yes.

30,892. Do you wish to modify it in any way?—No, I do not.

30,893. Or add to it?—May I make a statement with regard to my landlord's treatment of me; will you permit me?

30,894. Certainly?—I lived at a farm called Walton West; my father lived there before me, my grandfather, and my great grandfather. It was left to a gentleman in America by the late owner, of the name of Mr. Henry. When he came in and took possession of it I had notice to quit. I had built several houses up that had partly tumbled down, and when I had notice to quit from him without the option of staying I never had any compensation, with the exception

Sir *John Llewelyn*—continued.

of 14*l.* for one carthouse; that was all the compensation I had.

30,895. How long ago was this?—Sixteen years ago. That was a gentleman from America; he lived 3,000 miles away from here, and of course did not care what became of anyone here. I think nearly everyone that he had under his thumb had notice to quit.

30,896. Do you know what the object of giving you notice to quit was?—I cannot say exactly what the object was. The agent told me that he believed he had too little money for it.

30,897. Was the rent raised to the next tenant?—Yes, it was for a little time. It was let for five years at an increased rent, and after that, and at present I believe it is reduced to the old rent, and he had the houses I had built without any compensation to me whatever.

Professor *Rhŷs.*

30,898. Did he offer you the farm at this raised rent?—No, I did not have the option of paying.

30,899. Were you considered a fair, an average farmer?—There is Mr. George, he can speak for me.

30,900. Did anyone say you did not farm well?—No, they did not, and I defy them to say it.

30,901. Are you a farmer now?—I have been ruined by rack-renters, that is the truth of it. I believe our present land laws are a disgrace to civilisation. They simply allow the greedy foreigner to come in from thousands of miles, as in my own case, and send the tenants away.

Professor *Rhŷs*—continued.

30,902. How many tenants had the American?—He had the whole of the estate of the late James Griffiths.

30,903. What amount of money do you consider you had spent on the farm?—Hundreds of pounds; not only the house, but I reclaimed a great deal of waste land, and set up machinery as well, and I got not a penny for it.

The witness withdrew.

Mr. John Walters called and examined.

Sir *John Llewelyn.*

30,904. Do you live at Southwood Rock?—Yes.

30,905. Are you a tenant farmer?—Yes, I am.

30,906. What is the acreage of your farm?—294 acres.

30,907. And the rent?—It was 200*l.* in the year 1879, when I took it, and in the year 1885 my landlord made me a permanent reduction of 20 per cent.

30,908. Making it 160*l.*?—Yes, and since that he has allowed me from 10 to 25 per cent. back of that.

30,909. After the permanent reduction you had an abatement upon the 160*l.*?—Yes.

30,910. Do you believe that differences of language, creed, or politics make any difference to the relation between landlord and tenant?—No, I do not believe it.

30,911. Do you prefer a tenancy from year to year to a lease?—From the year 1885 I have held my taking on a lease.

30,912. Do you prefer the lease or a yearly tenancy?—My landlord very willingly granted me a lease, and I accepted it.

30,913. How many years?—My life and 14 years.

30,914. Which of the two systems do you prefer?—I would just as soon have it during the life of my landlord, but I do not know what may happen then.

30,915. So that you have it for your life instead of his?—Yes, for my life instead of his.

Mr. *Richard Jones.*

30,916. Who is your landlord?—William Stancomb, Esq., Wiltshire.

Mr. *Seebohm.*

30,917. Do we understand that the reduction from 200*l.* to 160*l.* was after you had taken your lease?—The reduction was made in the year 1885, and my lease was granted in 1890.

30,918. But the abatements have been since?—Yes, and before. I had from 15 to 25 per cent. before I took the lease on the 200*l.*, and besides that, my landlord has spent considerable sums of money from time to time in building. He has spent altogether since the year 1879 nearly 1,500*l.*; he did not charge any interest, and in some cases he has paid for the cartage.

Mr. *Seebohm*—continued.

Sir *John Llewelyn.*

30,919. Judging by your own experience, do you think tenancy is reasonably secure in Wales?—In my neighbourhood I think it is.

30,920. Are you familiar with the terms upon which you occupy your holding; you have a lease?—Yes.

30,921. Do you put your lease in before us?—I have not got it with me.

30,922. What is your opinion about a Land Court?—I should prefer myself to treat with my landlord, because he has never refused me anything that I have asked him.

30,923. What is the class of work that has been done by your landlord in the way of building or draining?—He has built cottages and repaired them, and he has built farm-yards, and partly built and repaired others, and he has fixed up a lot of gates for myself, paid for the gates, and paid for the mason work.

30,924. Was that done prior to the time you took a lease?—Before I took the lease.

30,925. Is there any custom of the country in your part; in other places besides the one you hold?—In what sense do you mean?

30,926. I think we have heard from Mr. Rule Owen there was no particular custom of the country?—I am not aware of any.

30,927. I suppose the custom is embodied in the agreement, whatever it is, and there is no special agreement. Can you tell us whether there is any ground for saying, as has been said by some witnesses, that the farmers are afraid to come forward?—I am not aware of any ground for saying so.

30,928. Have you anything else to say to the Commission?—That is all.

Mr. *Brynmor Jones.*

30,929. Leases for lives are very uncommon, are they not, in agricultural holdings now?—Well, I cannot say much about that, but I have a lease on my life and 14 years.

Mr. *Brynmor Jones*—continued.

30,930. Have you known your landlord very long?—I remember him from a child; I mean since I was a child.

30,931. Were you in his service before he gave you this lease?—No, my father was a tenant of his.

30,932. In Wiltshire?—No, in Pembrokeshire.

30,933. You regarded this as a favour; you were glad to get the lease?—Well, I accepted it.

30,934. Who suggested it; did he offer it to you, or did you ask for it?—My landlord some years before suggested it to me.

30,935. Was he under any obligation of any kind to you?—None whatever; I to him, if there was any obligation.

Mr. *Griffiths.*

30,936. At the time you had your lease rents were coming down very rapidly in Wiltshire, were they not?—I could not tell. I do not know, that may be.

Mr. *Richard Jones.*

30,937. Has Mr. Stancomb an agent?—No, he acts for himself.

Mr. *Richard Jones*—continued.

30,938. Has he a large estate in Pembrokeshire?—Yes, he has a pretty large estate. I could not give you the acreage I forgot to look. I could tell you.

30,939. Do you think the other tenants are as favourably situated as you are?—Yes; I receive the rents for him from a few of the tenants.

30,940. You act as a sort of agent for him down here?—No, but I receive from four or five, and I send the rent away along with my own, and he has allowed them the same as me.

30,941. Are the others under lease as well?—No, only myself on the same estate.

30,942. Is the landlord an old man?—Yes.

30,943. Do you think he offered this as a protection for you for fear you might fare worse after he had gone?—That I could not tell.

30,944. Do you think the tenants on the adjoining estates are as favourably situated as you are?—That I could not say.

30,945. You are not prepared to speak to that—No.

30,946. Only as to your own?—That is all.

The witness withdrew.

Mr. J. P. BUSHELL called and examined.

Sir *John Llewelyn.*

30,947. Do you reside at Park East, New Mote?—Yes.

30,948. Can you give us any information as to whether, in your opinion differences of language, creed, or politics are of importance in this district?—I do not believe the difference in language, creed, or politics makes any difference to the landlord—the majority of the landlords in Pembrokeshire I mean; I cannot speak for anywhere else.

30,949. Are you a landowner?—Very little.

30,950. Do you occupy any land?—I do.

30,951. Would you tell the Commission whether you consider a lease or a yearly tenancy is the best tenure?—I prefer a yearly tenure.

30,952. Will you say why?—Because of the changing in markets, and such like, that we can go to our landlords for abatements, as we have to do in these days now.

30,953. A man does not care to take a lease in the face of a falling market?—No, certainly not.

30,954. Do you consider tenancy in this county to be reasonably secure?—I believe the majority are reasonably secure.

30,955. We had a sad instance of an American gentleman having turned a man out of his farm. Do you know any other instances?—No, I never heard of an instance of the kind before.

30,956. Are copies of agreements usually given to the tenants?—They are generally given, but there are lots of small holdings without any written agreement whatever.

Sir *John Llewelyn*—continued.

30,957. What have you to say about a Land Court?—I do not approve of it.

30,958. You object to it?—I object to it.

30,959. Will you give your reasons?—I will. If you had a Land Court, I do not believe that the landlord would be inclined to spend any money on improvements on his property, and as I told you just now, we could not go for abatements as we go in bad times. The markets are very changeable in these years.

30,960. Are the improvements on the buildings usually made by the landowner or by the tenant?—It is sometimes done by the landlord free of charge, at other times it is done in this way, that we have to pay so much, that is according to the agreement between the landlord and the tenant before they commence.

30,961. What are the terms on which they are made?—An extra payment, and sometimes the materials are given by the landlord, and the tenant does the labour which is generally speaking done.

30,962. Is that usually the case, or do you think the landlord usually makes the permanent improvements?—The landlord usually.

30,963. Without any charge?—Very seldom to my knowledge. My knowledge is not very extensive. I have always been on the same estate and my father before me.

30,964. How has it been in your own case?—Well, we have had to pay a little, but very little too.

30,965. What is the custom of the country?—Do you mean with regard to the letting of the

Sir *John Llewelyn*—continued.

land. It is let by the year, the tenancy to commence in September, and I believe the majority of the small tenants are under verbal agreements, merely guided by the custom of Pembrokeshire.

30,966. What is the custom of Pembrokeshire?—That is 12 months' notice. I believe different counties have different customs, and they say sometimes that custom is before law, but I do not know.

30,967. We wanted to know what the custom was here. An outgoing tenant receives a certain sum I suppose from the incoming tenant for inexhausted improvements, Is that so?—They generally on our estate allow for improvements, but indeed I never left the estate in reality. We have a very good landlord.

30,968. Who is your landlord?—Sir Owen Henry Philipps Scourfield, Bart.

30,969. Do you know of any instance of farmers being afraid to come forward to give evidence before this Commission?—No, I do not. I have not heard anything to that effect whatever.

30,970. Have you anything else to say to the Commission?—Nothing.

Professor *Rhŷs.*

30,971. What acreage of land do you hold?—Between 300 and 400 acres.

30,972. What rent do you pay?—I pay 331*l.*

30,973. Have you many servants and labourers on your farm?—I have.

30,974. Where do you house them?—I have the single men in the house.

30,975. In the farm house?—Yes.

30,976. How many?—Four generally.

30,977. And the others?—They have cottages.

30,978. Which you let to them?—Which I let to them.

30,979. Do you find any objection to housing the single men in the house?—No, none in the least.

30,980. Is that the usual arrangement in this part of the country?—No, they do not sleep in the house, they have a room outside to sleep in.

30,981. Where is that?—It is near the house.

30,982. A loft above?—Yes, a loft above.

30,983. A stable or barn; that is the usual arrangement, is it, in farms in your neighbourhood?—Yes.

30,984. Where do they spend their evenings?—In the house.

30,985. In the kitchen?—Yes, in the kitchen.

Mr. *Grove.*

30,986. I suppose you would consider security of tenure, as it is called, desirable, would you not?—Well, no. I take it year by year.

30,987. You say you take it year by year now, because prices are low and things are depressed, but taking the average over a number of years, do you not consider that security of tenure is desirable?—Not these last 12 years.

Mr. *Seebohm.*

30,988. May I ask what wages single men in your house would be getting besides their board?—They vary according to age. I have a boy of 14 or not 14 quite, and from that age up to 22 or 25, and the highest of them have 22*l.* a year.

30,989. How much does the boy of 14 get?—He only gets 7*l.*, and it is quite enough to.

30,990. Do you know many instances in which labourers, single men like those, saving money when they are young, put by capital enough to take little farms?—Oh, yes; many times.

30,991. There are a great number of instances in your district?—Oh, many.

30,992. Is there a great deal of competition for farms when they are to be let?—Generally for small farms.

30,993. And the competition is between farmers' sons and the labourers?—No.

30,994. Do the farmers' sons pretty easily get farms?—Some of them go to the collieries if they cannot get farms.

Mr. *Richard Jones.*

30,995. What abatement has Sir Owen Scourfield made during the last two or three years?—10 per cent.

30,996. Are you satisfied with that?—Well, we are satisfied; I am satisfied anyhow.

30,997. And you think the others are all satisfied?—I believe so.

30,998. How do you manage; do you make an application for the abatement or take what the landlord chooses to give you?—No, we make an application; ask him for it.

30,999. Do you specify any amount?—No.

31,000. Are the holdings on Sir Owen Scourfield's estate let cheap?—They are let very moderate, but not moderate considering these last two years.

31,001. You are not in favour of security of tenure?—No, I am not.

31,002. Would you like to be disturbed at your place and turned straight off?—I do not know. I do not think there is any fear of that so long as I can pay my rent and be a good farmer.

31,003. But supposing your landlord took offence against you for some insufficient cause, and sent you a-going, would you be satisfied?—I think I would be the first on the Mote estate that he would have treated so—the first to be disturbed on the estate.

Professor *Rhŷs.*

31,004. The first who has been heard of?—I should be the first on the estate these last 20 years to my knowledge to be done so by.

Mr. *Richard Jones.*

31,005. Speaking generally, would you consider it a bad thing for tenants in general?—I do these last 12 years. Before, I would take a lease if I had a chance, but now, these last 12 years, I would not take a lease.

Mr. *Richard Jones*—continued.

31,006. But now you see it is possible for you to get sufficient security of tenure, without taking a lease, by legislation; what do you say to that?—I would rather not.

Mr. *Griffiths.*

31,007. How often, Mr. Bushell, have you had an abatement of rent?—The last two half years.

31,008. Have you had no abatement until the last two half years?—No, I have not.

31,009. You did not apply for it?—Well, no.

31,010. You said you knew no tenants who had suffered from insecurity of tenure?—Not on the Mote estate.

31,011. But did they on the estate you mentioned just now?—Not on the Mote estate I said just now.

31,012. The question was asked whether you knew of other instances besides this one. Was not that so?—I do not know of instances of the kind.

See 32,618. 31,013. Are you not acquainted with the farm next door to you, Posty Farm?—I am.

31,014. Was the farmer turned out of his own accord?—I do not know. He had notice, I believe.

31,015. Did he wish to remain there?—I do not know. I am not aware.

31,016. Are you not aware that he applied for the farm?—No, I am not.

31,017. You are aware, I suppose, that he had built a good many houses there at his own expense, are you not?—I do not know. I know there were some small buildings done there. I do not know what it was.

31,018. But did you know or not that Mr. Evans built them at his own expense?—I was not aware, or did not know it till now.

31,019. And you never heard of it?—I never heard of it till now.

31,020. How long has your present rent been fixed; how long had you paid your present rent before you got a reduction?—I think it is somewhere about 22 or 23 years, Mr. Griffiths.

31,021. You gave us the wages you pay the labourers now and your servants; what is the difference between the wages you are paying now and the wages you paid when you commenced?—I have no doubt it is from 3*l.* to 4*l.* a piece more now than then.

31,022. No more than that?—3*l.* or 4*l.* each.

31,023. What used you to pay your servant girls in those days?—I cannot say now. I can remember them very low.

31,024. What is the lowest you can remember?—2*l.* 10*s.* for a girl outside.

31,025. Could you get the same dairymaid now for 12*l.* 10*s.*?—I do not speak of a dairymaid.

31,026. Well, let it be a dairymaid or any other; can you get the same sort of maid now for 12*l.* 10*s.*?—No. I should be very sorry to have one, too.

Mr. *Seebohm.*

31,027. I did not quite understand that last answer. Do you mean that you would be very sorry to have to pay that?—I should be very sorry if I could have them at that now—at 2*l.* 10*s.*

Mr. *Seebohm*—continued.

31,028. I understood you to say there was 4*l.* difference in wages, and that you paid 4*l.* more per head now than you did a little while ago. This would be a great deal more than 4*l.* more, would it not?—Yes, but I was speaking of 40 years ago to Mr. Griffiths, and he asked me what wages I paid, and I said 2*l.* 10*s.*

Mr. *Grove.*

31,029. What wages did you pay 40 years ago for that particular help you spoke of?—2*l.* 10*s.*

31,030. What would you have to pay for the same sort of labour exactly?—Female labour?

31,031. Yes.—9*l.* or 9*l.* 10*s.*

31,032. 9*l.* 10*s.* as against 2*l.* 10*s*?—Yes.

Sir *John Llewelyn.*

31,033. I have three questions handed up by Mr. Vincent: "Are not Sir Owen Scourfeld's rents notoriously low?"—No.

31,034. You said just now that they were moderate?—Moderate rent, but that is different, I believe, to notoriously low.

31,035. "Have his rents been raised within the last 50 years?"—Yes.

31,036. "Would you not rather be on his estate without an abatement than on some estates with a large abatement?"—Indeed I should.

31,037. "Are you aware that the tenant of Posty was not turned out at all?"—I am not aware that he was not turned out; I know that he had notice to quit; I heard that he had notice to quit.

31,038. Was he turned out at all?—I do not know. They had a sale afterwards. I was at the sale.

31,039. "Have you not heard that he bought a property for 130,000*l.* from Sir Owen Scourfield, and that Major Colby simply declined to let his son have Posty?"—I knew Mr. Evans had bought the property, but I did not know that that was the reason that Mr. Colby would not let Mr. Evans' son be there.

Mr. *Griffiths.*

31,040. Was not Posty Farm let by tender?—I believe it was.

31,041. Are you aware that Mr. Evans tendered for it?—No, I am not; I do not know.

31,042. Are you sure he did not?—I am not sure he did not and I am not sure he did, for I heard somebody say that there were 60 tenders came in for it—that is all I know—59 or 60.

31,043. Is it likely that he should have left of his own accord then?—No, not when he had sons. I do not see why he should leave of his own accord. His son could be there.

The witness withdrew.

Mr. Richard Morris called and examined.

Sir *John Llewelyn.*

31,043*a*. You are Mr. Richard Morris, I think?—Yes; will you permit me to explain that my brother had intended offering evidence here before you, but owing to the presence of an infectious disease in the house, it was thought advisable for him not to do so. If you will accept my evidence I shall be very glad to tender it. I have had but very little and very short notice to prepare any evidence to put before you, but if you will accept it I will endeavour to answer any question which you may wish to ask me.

31,044. Are you prepared to speak upon the same headings that your brother would have spoken upon. We were informed that they were substantially as follows: the cause of depression, remedies for the cause of depression, small holdings, labour, and the yeomanry?—Yes, and the whole of the questions that are on that sheet, Mr. Chairman.

31,045. Would you kindly tell me what your opinion is with regard to the differences of language, creed, or politics, and whether they make any difference to the relations between landlord and tenant?—As regards the first part of that question, language, it does not concern us at all; we all speak the same language here. But the other two points in that question, I most unhesitatingly say do not make any difference whatever, and if you will permit me I will endeavour to give you a case in point, to show why I say so. My late father, who died some three years ago, was a tenant on the Lawrenny estate. He had been a tenant on the same farm for a period of 58 years, and I may say in passing that the rent at the time that he died was the same that it was when he took the farm first, namely some 61 years ago. My mother, who was a member of a chapel in the little village, on one occasion applied to the landlord, who was a Churchman, to aid the chapel funds, and in reply she had a note from him to say that she could put his name down for five sovereigns towards the funds of the chapel. The same gentleman not only did this but the burial ground was found to be too small, and, of course they wished to extend it; he not only gave this 5*l.* towards the funds of the chapel, but he also gave a free gift of a piece of land to extend the burial ground, and allowed the sitting tenant 10*s.* a year for the land taken away from his farm. So much for creed. I can give you another instance of my own landlord who had a farm that came into his hands, which I believe was the last farm that came into his hands, where there were no family connexions to follow on, and out of a number of applications, among whom were a number of Churchmen and I believe pretty good farmers, a Nonconformist was selected. I can give you a number of other cases if you call upon me to do so, but I think those instances will suffice to show what the state of feeling which exists is.

31,046. Generally you state that creed and politics make no difference in the relations between landlord and tenant?—I certainly think they do not.

Sir *John Llewelyn*—continued.

31,047. Do you prefer a tenancy from year to year or a lease?—Speaking generally, I certainly should prefer to have it from year to year. I should be very sorry to have taken a lease three or four or five years ago. I do not think I should have been any better off now, in fact, I think I should rather have been in a worse position than I am, and should have got nothing back. I should have, perhaps, had to maintain the farm in a state of repair, and not have got gates and posts as I do now free of charge.

31,048. By your own experience do you think that tenancy is reasonably secure in Wales?—I certainly think so, especially on our estate, and on other large landed estates in the county. I most certainly think that the tenancies are reasonably secure.

31,049. How big is your holding?—160 acres.

31,050. Have you a copy of your agreement?—I have no agreement.

31,051. But are you familiar with the terms on which you occupy your holding?—It is a year-to-year tenancy, of course, and I am at liberty to farm in any manner I think most profitable. I have free toleration.

31,052. What is your opinion about a Land Court?—Well, I have some solid objections to a Land Court which I could urge before the Commission, such as if a Land Court was introduced it would perhaps cause the cordial relations that exist now between landlord and tenant to cease.

31,053. Who is your landlord, Mr. Morris?—Sir Owen Scourfield. Then again it would cause the landlord to take less interest in the tenants and in the holding, and it would cause him perhaps to spend a little less money on the estate, and one thing and the other. But, Mr. Chairman, and gentlemen of the Commission, when the middle classes, such as farmers, lawyers, tradesmen, and doctors, get hold of the land, then I say that some sort of authority is necessary to fix the rent. I think that these gentlemen make it a purely commercial matter, and they extract high rents from their tenantry, and I think that some authority is necessary to fix the rent, or step in and mediate between those gentlemen.

31,054. In connexion with the questions which have previously been put about a Land Court, you are asked to state whether, if there was a court to fix the rents, landlords would be inclined to spend any money on their estates?—I rather think they would not be inclined to spend any money. It would interfere with the freedom of contract, and perhaps upset the cordial relations that exist between landlord and tenant at the present moment. But, for the reasons I stated before, I think there should be some sort of authority. I would not wish to see it in the shape of a land court. There was a witness before you who urged that this authority should take some other shape; an independent valuer. Now, for the purpose of adjusting the matter between petty landlords and their tenants I say some sort of authority is necessary, but as

Sir *John Llewelyn*—continued.

regards the large landed interests of the county, I should for one resent the introduction of a Land Court, and do not think it at all desirable or necessary.

31,055. Will you mention the class of work done by the landowners in the way of building, draining, and so on, the terms on which it is usually done?—The landlord, as a rule, puts the building up, and the tenant does the hauling. The landlord supplies gates and posts, and the tenant puts them up. I have had buildings put up on my place; the landlord has put them up; I did the hauling; he did them all free of charge. I paid no per-centage.

31,056. You paid no per-centage?—I have not done so so far, and I hope not to do so.

31,057. Any draining?—No, I have not done any draining, and I do not know the conditions under which it is done.

31,058. Will you state fully the details of the custom of the country if there are any; is there any custom of the country?—There is a custom of the country. The custom of the country with us is from year-to-year tenancies; and in the case of a tenant going out of his farm, which he would do at Michaelmas, as a rule he would make a sale by auction; he would put up his crops into small mows such as the barley, the oats, the wheat, and the other white crops for the purposes of sale, and sometimes the hay would be put up to auction. Then as regards the outgoing and the incoming tenant, the incoming tenant will take the young seeds, manure, and the growing crops at a valuation.

31,059. Is there any ground for saying that farmers are afraid to come forward to give evidence?—I do not think so, speaking for myself. I believe that on the large landed estates the matter does not apply at all. I do not think there is a single farmer on the estate on which I farm who would be afraid to come and give evidence, providing that evidence was unfavourable to his landlord.

31,060. What is you opinion of the cause of depression?—There are several causes in my opinion for the depression. The first and the chief is, of course, free importations—foreign importations—excessive, and I may say unfair, railway rates, and the unjust charges on land, so that land has to bear the largest proportion of the rates, and the maintenance of the poor, and the highways.

31,061. Can you suggest any remedy?—Yes. I could suggest a remedy, Mr. Chairman. I think there are several things that could be done to relieve the depression. For instance, I would cause a small tax, a just and equitable tax, to be placed on barley and on oats, so as to enable the home producer to compete favourably. I would allow wheat in its raw state to come in free, but I would tax flour, so as to cause the foreigner to send us his wheat in free. I would make the maintenance of the poor a national charge, and I would have the Vanand Wheel Tax re-introduced, so as to make those who use the roads most pay for them. There are several other little things which it is not, perhaps, necessary for me to mention.

Sir *John Llewelyn*—continued.

31,062. Have you anything to say about small holdings?—There are several small holdings in our district but I believe they are tenanted by the wrong class of tenants altogether. Nearly all the small holdings in our district—I speak of my own immediate district, somewhat adjacent to Her Majesty's dockyard—which I consider ought to be held by labourers or farmers' sons, are held by mechanics and artizans in Her Majesty's dockyard. I do not consider that a proper state of things at all.

31,063. Have you anything to say about labour?—Well, certainly the labour is very high. It is one of the causes of the farmers' depression. The labour is at least 50 per cent. higher now than it was 33 years ago.

31,064. What about the yeomanry?—I believe that some witness somewhere or other made some allusion to the yeomanry, and insinuated that undue influence had been brought to bear upon the troopers to induce them to enter the regiment. I do not think such was the case.

31,065. I do not think that was stated; I think it was suggested by somebody rather in the shape of a question, if I remember right whether services were required of the tenants on large estates that they should serve in the yeomanry I always understood that it was perfectly voluntary?—Of course it is perfectly voluntary. That is just what I wish to refer to; I consider the service in the yeomanry perfectly voluntary. I was a member of the foot service for 20 years before I joined the yeomanry, and there was no influence brought to bear upon me with regard to joining the yeomany, neither do I think it is ever used.

Professor *Rhŷs*.

31,066. Where is your land situated, Mr. Morris?—If you know Her Majesty's dockyard, it is about half between this town and that establishment.

31,067. About how far from here?—About three miles.

31,068. You would put a little tax, as you said, on barley and oats?—I would.

31,069. Are you not rather cruel to the wheat growers in leaving them out in the cold?—What can we do? Protection we cannot have in its entirety. We must admit the wheat to come in, so as to fill the mouth of the masses in the towns. They will not have protection. We wish them to sympathise with us and help us, so as to enable us to compete on fair terms and equal terms in the way of barley and oat growing, which we cannot do at the present moment.

31,070. Yes, but you know there are other parts where they grow wheat extensively. It would be rather hard, I think, to leave them out, would it not?—Yes, it is hard on them, but we cannot help it.

Sir *John Llewelyn*.

31,071. A question is sent up by Mr. Gibbs, "How long has the present witness farmed." How long have you been a farmer?—Seven years.

Sir *John Llewelyn*—continued.

31,072. " Were you previously to that till five " years ago a sailor " ?—I beg your pardon ?

31,073. Were you a sailor before that ?—Well, I have been to sea, Mr. Chairman, but I was brought up on a farm; I was following the plough and mowing before I went to any other business, so I know a little bit about it.

The witness withdrew.

Sir *John Llewelyn.*

31,073*a*. There is a letter handed in to the Commissioners which I will read, because I think it is interesting as clearing up a difficulty that arose to day. It is a letter from Mr. William James, of Stubbleborough, who gave evidence yesterday, and whose evidence was rebutted this morning by Mr. Mousley. Mr. James says, " Mr. Chairman, Sir: The Commissioners must " have misunderstood my evidence yesterday, or " I must have misunderstood the questions put to " me. I did not wish to convey the idea that

Sir *John Llewelyn*—continued.

" if any farmer under Lord Cawdor was agita- " ting for a reduction of rent, and another " come forward and offer the rent, that the " sitting tenant would have to leave. What I " wanted to convey was that when a farmer is " agitating for a reduction of rent, and this " comes to the ears of the landgrabber, that they " inform the agent that they will give the " rent. This happened very lately." Then we have handed in to us something in the nature of a memorial. We do not accept memorials, but if any one of the gentlemen who signed this memorial thinks fit to go into the witness box and inform us of the fact that such a memorial has been prepared, we shall be glad to see him and hear him. It looks to me as if it were a testimonial of character to Mr. Lort Phillips, therefore I think it is absolutely unnecessary. A large number of gentlemen have signed it; Mr. George is one of the signatures. His name was down on our list of witnesses and if he is here we shall be very glad to hear him upon the mere matter of fact.

Adjourned to to-morrow at Letterston.

THIRTY-NINTH DAY.

National School Room, Letterston, Friday, 9th March 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR),

MR. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. T. E. MORRIS, Acting as Assistant Secretary.

Sir *John Llewelyn.*

I wish to say we are exceedingly sorry that both Lord Carrington and Lord Kenyon are unable to be present, the former owing to Court engagements in London, and the latter owing to being compelled to return from his duties for a funeral.

There are two things I desire to mention now, one is to repeat a few words which fell from the Chairman, Lord Carrington, on the occasion of the first sitting of this Commission, at Cowbridge, in Glamorganshire, when he said: "Experience has shown that unless witnesses "speak out boldly and without fear, inquiries "like the one we are engaged in are futile. "We have no reason to believe that undue "pressure will be brought upon any class of "witness or any individual witness; nor have "we reason to think that the giving of evidence "by any person in this country will lead to his "being in any way injured. But it is, of "course, possible—we cannot shut our eyes to "what has before now taken place in regard to "affairs of this kind—that some men are less "scrupulous than others, and that it is possible "that witnesses who speak here what is in "their minds may be subjected to loss and "annoyance. We desire therefore (and it is "our duty to do so) to point out that the recent

Sir *John Llewelyn*—continued.

"Act, the Witnesses' Protection Act, 1892, "affords a remedy adequate to meet any "ordinary case." At the same time the Chairman quoted a letter which had been written by Mr. Vincent, who represents the Landowners' Association for South Wales and Monmouthshire, which, although being young in point of time, has a large number of members: "An idea appears to prevail in some quarters "that this Commission exists for the purpose of "bringing contentious issues either between "political parties or between landowners and "tenants as opposed to one another. The "corollary to this wrong idea is the suggestion "that in some form or another tenants who "offer evidence may suffer resentment from "their landlords. On the part of my associa-"tion, I am instructed to repudiate this idea "absolutely, and to say that apart from the "fact that witnesses before Royal Commissions "have abundant protection, it is the desire of "the owners composing this association that "every witness should give evidence with a "feeling of absolute security that he will not "suffer in any way." I think I may say that the whole method in which this Commission has been conducted has been the one desire to elicit the entire truth.

Mr. JAMES JENKINS called and examined.

Sir *John Llewelyn.*

31,074. Do you live at Brimaston Hall, Wolf's Castle?—Yes.

31,075. Tell us what your occupation is; are you a tenant farmer?—Yes.

31,076. What is the name of your farm?—Brimaston Hall.

31,077. What is its acreage?—About 260 acres.

31,078. What rent do you pay for it?—320*l.*

31,079. I believe you desire to make a general statement before the Commission?—Yes.

31,080. You are a county councilior, I believe?—Yes.

31,081. Do you wish to say anything about the personal or ownership heads of inquiry?—No, I do not know much about that.

31,082. You wish to speak principally with regard to occupation?—Yes.

Sir *John Llewelyn*—continued.

31,083. With regard to the terms of tenancy?—Yes.

31,084. What is the usual day of entry in your district?—September the 29th.

31,085. Are farms, as a rule, let from year to year?—Yes, as a rule.

31,086. When you say the usual date of entry is the 29th of September, is the notice usually six months or 12 months?—12 months now, generally.

31,087. Do you consider that there is any general demand for leases?—No, I think not.

31,088. Can you give any reason why?—Well, the present rents are too high, and the time and prospects too bad; no one would like to take a lease at the present rents. You had some evidence before you yesterday of persons taking leases, but they were moderate rents.

Sir *John Llewelyn*—continued.

31,089. Are changes frequent?—I cannot say very frequent in general, but on some estates there are two or three removals every year. On one farm on an estate in this neighbourhood there is a removal from that particular farm about every four years. But in general I cannot say there are frequent changes.

31,090. It is rather the exception than the rule?—Yes.

31,091. Are they more frequent on the rack-rented estates than on larger estates?—Oh, yes.

31,092. Can you give any instances of hardship?—Do you mean persons being turned out?

31,093. You say in your statement there are several cases of hardship through the rents being raised on the tenant's improvements, and farms being sold over their heads?—I can prove the case of a farm's rent being raised on the tenant's own improvements after the death of the tenant.

31,094. After whose death?— His children had to pay more by 5 per cent. after being in the place 25 years; that is a place called Llangloffan by here. The person entered there and had the place in a very bad state. It was held by an auctioneer. When a person fails here he mostly goes to the auctioneer. The auctioneer finances him on, and if there is anything in the place the auctioneer takes it out, and when he takes that and what else the tenant has got he lets him go. This place was taken after that; it was in ruins, in every respect, buildings and lands. He had a good landlord, and he happened to fall into very good terms with him, and they went on, hand in hand, like that, and brought the place to a nice face; and when he died, the agent sent out Mr. Rule Owen, and he raised the rent 50 per cent., from 120*l.* to 180*l.* They held on, and directly the place was sold for 5,000*l.*

31,095. Is that the case we heard of yesterday?—No; that is here in this neighbourhood.

31,096. I thought I remembered the figures as having been given yesterday. Were those improvements done entirely by the tenant?—The landlord built, but the tenant did the haulage. There was a very nice extensive farmyard and dwelling-house.

31,097. Is that the custom in this country?—Yes, that is the general custom. There was a gentleman here, Mr. Llewellyn, of Tregwynt, who always paid for the haulage, but he is dead.

31,098. Can you say what proportion of the expense would be represented by haulage?—That depends upon the conveniences; some have to fetch stone from a distance.

31,099. Does it vary too much to give any approximation?—Yes, I think so. I should say in many instances from 10 to 15 per cent.

Professor *Rhŷs.*

31,100. Of the whole cost?—Yes. In this case they had to go down to Butter Hill to fetch the timber; the carpenters' work was done down there.

31,101. A long way off?—Yes, a long way off.

31,102. How far?—18 miles.

Sir *John Llewelyn.*

31,103. Can you give any other instances of hardship, of rents being raised on the tenants' improvements?—I can mention the case of another farm called Llangloffan; when Mr. Mathias took possession, it was in a very bad state. He farmed it well; then the place was sold to Mr. Llewelyn, of Tregwynt, and he raised the rent; then they went on improving continually, until Mr. Lewelyn's death, when the place was sold again. Mr. Mathias bought the farm himself now, giving 2,000*l.* more than it was valued by the vendor's valuer.

31,104. You say that was an artificial value?—Yes, 2,000*l.* more than it was valued to be sold at, being in a nice situation and being farmed well. He had brought it to a nice face, and everything that was wanted. When he had it it was only colts' foot. Take this tract of land, down from here to St. David's, nearly half of it has been sold and changed hands within the last 30 years. You can know then that that affects the tenants when it is so insecure as that.

31,105. If land does go to auction, can you suggest any reason why it should not be sold at a reasonable rate?—No, only when it is brought to auction; it depends then upon the competition.

31,106. Does that carry to your mind the suggestion that the rent might have been fixed at a higher rate prior to the sale?—No, I do not think that.

31,107. You think that the rent was a fair one before the sale?—I do not know about a fair one, but I think it was fixed. I do not think it was fixed for the purpose of the sale.

31,108. You really think it was not fixed for the purpose of sale?—No.

31,109. Could you tell the Commission what the circumstances were which called for a sale at all?—Mr. Llewelyn died. There was some talk that he bought an estate in Shropshire and sold this.

31,110. Is it your opinion that the rents are higher on the smaller or on the larger farms?—Higher on the smaller farms.

31,111. Why?—There is more competition, for one thing.

31,112. And I suppose the buildings are larger in proportion to the quantity of land?—I do not know that. The buildings are very poor in general.

31,113 The buildings are very poor in general?—Yes, generally shameful.

31,114. Do you think that has any effect in making the rents of smaller farms greater than those of the larger farms?—I do not understand you.

31,115. I mean this. A landlord would have to build a dwelling-house and certain outbuildings upon the smaller farms, but that, it seems to me from what I have heard, would have more a tendency to raise the price of the small farms per acre than the bigger ones?—Yes, but he would not be able to do it if it were not for the competition.

Sir *John Llewelyn*—continued.

31,116. You think the competition is the principal ingredient in fixing the value?—Yes.

31,117. How are the rents fixed, by tender, by valuation, or by private treaty, or all three?—In every way: some by tender. I culled two advertisements out of the newspaper circulating in the neighbourhood here, which I will hand to you.

31,118. This is: "Farm to let, Caerwen and "Gwyndy Bach, in the parishes of Llandeloy "and Whitechurch, in the county of Pembroke, "209 acres, 2 roods, 34 perches." Were they let as one farm, Caerwen and Gwyndy Bach?—This last sitting it has been let separately.

31,119. Hendreganol Farm is another farm advertised?—Yes; the first one I call attention to.

31,120. Those are two advertisements showing that these two farms are to be let by tender?—Yes.

31,121. Is the rent fixed by valuation on any of the farms?—Oh, yes, very often.

31,122. And sometimes by private treaty?—Yes.

31,123. Could you tell us which of the three you think the most common form of letting?—Private treaty, I should think.

31,124. Are these advertisements at all common for farms to let?—Oh, yes, I do not say they are common on large estates.

31,125. But upon smaller estates?—Yes.

31,126. You think they are common?—Yes.

31,127. Are the estates in this neighbourhood usually large estates or small estates?—They have been cut up something wonderful.

31,128. Is that by the sale of the land?—Yes.

31,129. There have been a good many purchasers?—Yes, a good many.

31,130. We are told in some instances it is to get the land into more hands. Do you think that is a good thing?—If they could get it for less value, it would be.

31,131. Do you think the rents rule higher on the larger or on the small estates?—Oh, upon the small estates.

31,132. With regard to these tenders which you have spoken of, is the rule usually that the tenders of the highest bidder would be accepted or not?—I cannot say exactly; I never did tender, but I have heard them say like this, that they choose their tenant, and they say: "You are to be our tenant, but we have been "offered this, and you must give so much for "it." It is like that, I have been told.

31,133. That would be, I suppose, a competition rent?—Yes.

Mr. *Brynmor Jones.*

31,134. It says in the advertisement that the highest tender will not necessarily be accepted?—Quite so.

Sir *John Llewelyn.*

31,135. You think the practice is when a man has been selected, he is told that another man has offered more than him?—Yes, I think that is about it, although I have not had experience of it.

Sir *John Llewelyn*—continued.

31,136. You have not had any experience of that yourself?—No, I have not.

31,137. Have you known instances of that to your own knowledge?—Yes.

31,138. Has the selected tenant then given the maximum amount that has been offered by someone else?—Well, they might have come to an agreement then on it.

31,139. What is the result of that?—Well, a very high rent.

31,140. Do you consider that rents have been raised generally, or not?—Raised generally within the last 40 years.

31,141. Have those rises in rent been common in recent years. You are going back 40 years Take it over a shorter time than that, say within the last 20 years?—Yes, when we have a period of middling good times, rents are raised, and they forget to take them down when the times are bad.

31,142. Have there been any reductions on the other side when the times have been bad?—No; I think I know of one, but there is very little of that—some give abatements.

31,143. Have you had any reductions?—Not permanently; I have had abatements. I have not paid the tithe; since the new Act the landlord pays the tithes.

31,144. That operates in the direction of reduction?—Yes, and he allowed off my last rent 15 per cent.

Mr. *Richard Jones.*

31,145. Besides paying the tithe?—Yes.

Sir *John Llewelyn.*

31,146. That would be, I suppose, a permanent reduction of the rent?—Yes. Well, I suppose the tithe he will not charge me with again.

31,147. Do you consider the landlords generally give abatements?—Well, good landlords do. A landlord whose rent is reasonable would give it, but these with rack rents do not give a penny.

31,148. What is the amount that they give in reduction as an abatement?—From 5 to 20 and 25 per cent.

31,149. What is the usual time to pay these rents?—About Christmas, about the end of December, and to the end of January.

31,150. How long after the rents became due?—Three or four months.

31,151. What is your opinion about the preferential claim for rent?—Well, I think it a very bad thing. It gives a landlord power to take all that is on the farm, and leaves all the rest of the creditors together without their money.

31,152. Do you think that that is to the detriment of other creditors?—Yes, I know scores of cases in which the ironmonger, the manure merchant, and all those have to give all their things for nothing, and the landlord has his in full.

31,153. Who as a rule pays the tithe?—The tenant.

Sir *John Llewelyn*—continued.

31,154. Now since the Act?—Yes, I think so in general.

31,155. I am speaking generally?—I have heard that Lord Cawdor does it, and some large landlords take that.

31,156. In your own instance the landlord pays the tithe?—Yes, since the Act came in.

31,157. And the local rates?—The tenant pays the local rates.

31,158. Have they increased or not of late years?—We have a union rate, the Highway Union Rating, and that makes a lot of difference in some of the places. When we come to these places, in 1865 our first half-year's rate was very low, 3*d.* in the £, then it was raised, and we had the Union Rating, and now we pay in all 2*s.* in the £.

31,159. You consider it has increased 1*s.* in the £ within the last 25 years?—I suppose it has, from 6*d.* to 1*s.*

31,160. What are the sizes of the farms generally?—All sizes from 5 acres up to 500.

31,161. Averaging?—I can scarcely tell you.

31,162. Has there been any consolidation of holdings?—Yes.

31,163. May I understand exactly what you mean by consolidation of holdings, two farms thrown into one?—Yes, two small farms.

31,164. What is the object?—As you said just now, saving buildings, very often.

31,165. The effect of that has been that one of the two buildings has fallen down?—Yes.

31,166. Or been converted into workmen's cottages?—Well, often fall down altogether.

31,167. What has the effect of this consolidation been?—It has depopulated the country often.

31,168. Is there any sub-letting of land?—Yes, farmers generally sublet to their tenants, and some, when they go back and find they have too much, let it out to help them to tide over bad times.

31,169. In whose favour does this sub-letting operate?—Well, it helps the tenant to tide over some difficulties sometimes.

31,170. He sub-lets it at an advanced price, I suppose?—Oh, yes.

31,171. You say the relative effect of sub-letting is various?—Yes.

31,172. Explain what you mean by that?—In some cases it is good, and in some cases it is the other way.

31,173. With regard to the labourers, is there a scarcity or not?—A scarcity.

31,174. Are the wages higher or lower than they used to be?—Higher by 150 per cent.; I am sure of it.

31,175. What is the consequence of that?—That a deal of the work is left undone that ought to be done.

31,176. What is the effect upon the fences and ditches?—You had a case yesterday in Haverfordwest where the tenant had to pay 17*l.* 15*s.* for damages that his stock did to his neighbour.

31,177. That was not in our court. That was in the county court sitting there. Was that owing to the neglect of the hedges?—Yes.

Sir *John Llewelyn*—continued.

31,178. A boundary hedge?—Yes.

31,179. Do you know of any land going out of cultivation?—Very little; there may be some here and there, but very little. I think on the whole there is more reclaimed.

31,180. Do you know any land that is insufficiently cultivated?—Yes, on the farms that are rack-rented they are badly cultivated whatever.

31,181. What is the reason of that?—Too high a rent, and they cannot afford to employ labour, nor cultivate them as they ought.

31,182. What are the prices for farm produce?—Very low indeed, and they are getting lower; beef is falling now, and fodder is so scarce. It has not been so low this last 40 years in Haverfordwest; butter cost 10*d.* a lb. in March, and it used to be 14*d.* in May and June.

31,183. What is the reason for that?—I suppose it is the foreign competition, the Australian and New Zealand produce coming in and filling the market.

31,184. You suggest that the reason of the farms being insufficiently cultivated is: first, high rents; secondly, low prices for farm produce; and thirdly, the high price of labour. That is your opinion?—Yes.

31,185. Have you anything to add to that?—No, I do not think so.

31,186. Within the last 20 years has there been any mountain land reclaimed?—Yes, some waste land, I will not call it mountain land. There is not much mountain land in this neighbourhood.

31,187. Land that used to be unenclosed?—No.

31,188. You called it mountain land?—I took it from the syllabus.

31,189. It is not what in a mountainous country you would call mountain land, but I suppose it was unreclaimed land?—Yes, or land let to go after it had been reclaimed once. Near all these mountains have been corn at some time; you can see the traces of ridges on all of them. I do not know at what time.

31,190. That was at a time when corn was high, and you would get a good price for it?—Labour must have been very low then.

31,191. Has much arable land been laid down to pasture?—Yes, a good deal.

31,192. At whose expense?—The tenants, but we in this part of the country lay it alternately; we lay nearly as much down every year as we break up. That is our mode of farming. Say we break in 18 or 20 acres of oats, and we lay down as much in the seed for the barley. Then we are putting in extra, we are putting down permanently some of the best fields.

31,193. Are the root crops cultivated more than they used to be?—Yes.

31,194. And the fallowing, is that continued?—Very little fallowing now.

31,195. Who does the permanent buildings?—Just as I said; the landlord mostly pays everything but the haulage; that is the rule.

Sir *John Llewelyn*—continued.

31,196. Do you consider there is a want of buildings in this part of the country?—Uncommonly, nearly half our produce goes waste for want of buildings, or very near it. It is like this. It is an acknowledged thing that it requires about one-third more to feed them out than when in shelter under cover, and then wanting proper accommodation to feed them, of course, tells, and we are put to great disadvantage because we have to sell our stock off lean instead of fat.

31,197. Do you know the Agricultural Holdings Act?—I know very little about it.

31,198. Do the people here know much about it?—Very little.

31,199. Have you anything to say with regard to it?—No, indeed I do not know much about it myself, but it would be a good thing if it was put in force—with a little amendment, perhaps.

31,200. Do any people about here contract out of it?—Well, I cannot exactly say, indeed, I think there are some in some instances who contract out of it with regard to the notice.

31,201. That is in section 33, in which the option of contracting out is given under certain circumstances. What is the usual custom on leaving a farm?—Well, in general the tenant is allowed to sell off all his crop.

31,202. How does he usually sell?—By auction. Some estates have the agreement to take the crops and manures on valuation.

31,203. What do you say with regard to game preserving?—There is very little game in our part of the country. There is some, perhaps, in some plantations, but very little our part of the way.

31,204. Have you anything to say about agricultural education?—Yes, we have had a little; we have had some dairy schools here.

31,205. Are they useful?—Yes, and they would be more useful if people would stick to them, and attend to them, and follow up the orders; that is the cause of the butter being so low.

31,206. Is that the work of the technical instruction committee?—Yes.

31,207. Are you a member of that committee yourself?—No.

31,208. But they have been doing some good work in your neighbourhood?—Yes, they propose to have a school here this summer if we can get a convenient place for it.

31,209. Have you anything to say with regard to co-operation and combination?—Well, there is a little of it down here—a society called the Western Counties Association have many members here—they have a deal of produce and manure about under it. They think it is a good thing, because merchants have been charging too much profit on things, and much too high.

31,210. Can you give us your opinion as to the general relations between landlords and tenants?—Well, in general very good. In some cases the landlords are harsh.

Mr. *Brynmor Jones.*

31,211. I gather, Mr. Jenkins, that the district for which you speak is a Welsh district?—Yes.

31,212. Most of the farmers and labourers habitually use the Welsh language?—Yes.

31,213. You made some reference to a sitting tenant buying his farm?—Yes.

31,214. Are there many such instances in this district?—Yes, several.

31,215. How has the thing turned out as a rule?—Well, most of them have purchased very dear, and they are worse off than if they were tenants.

31,216. They have had to borrow money on mortgage, I suppose?—Yes.

31,217. And on the whole, the condition is worse than before?—Yes, and they have had to pay high interest to those Welsh "Jews." They will not allow them a penny these bad times.

31,218. I will first ask you this question: May your farm be taken as a fair sample farm in this district, both as to the method of agriculture and the general way of carrying on the business?—No; it is more of a grazing farm than general.

31,219. Yours is more grazing than the other farms around?—Yes, up in the mountainous part.

31,220. How many labourers do you employ, may I ask?—Four.

31,221. Do they live in the house with you, or are they hired by the year?—Two of them abide with us.

31,222. And the two others?—They are employed, but they do not live in the house.

31,223. In cottages on the farm?—Yes.

31,224. What wages do you pay the latter?—They have got some little bargain; they have some land, and they are allowed the land in consideration of their wages.

31,225. What wages do you pay them?—One of them we pay 6*s.* a week, and he keeps two cows and half a dozen sheep, and we give him half an acre of barley.

31,226. And potato ground?—Yes, potato ground; we do not reckon anything of that.

31,227. Then what he gets is the cottage rent free?—Yes, only 6*l.* he pays rent for that.

31,228. 6*l.*?—Yes, he pays 6*l.* rent.

31,229. And the other labourer?—This year he has got a little place besides where he lives, and we dress that for him, and he keeps two cows at the place where he is, and he pays 3*l.*

Mr. *Seebohm.*

31,230. The cows are his own?—Oh, yes.

Mr. *Brynmor Jones.*

31,231. What do you pay the indoor servants?—We pay the biggest boy 18*l.* and the other 8*l.*, a little boy.

31,232. Is the sort of bargain which you describe as existing between yourself and your outdoor servants, common in this part of the country?—Yes, most farmers have got something of the like.

Mr. *Brynmor Jones*—continued.

31,233. What effect do you think that has upon the quality of the labour performed by them?—I think we get better labourers by doing that. We scarcely can have labour without.

31,234. Then you think that an increase in the number of labourers who have got a couple of cows or a few sheep would, on the whole, be a good thing?—Yes, and to have the labour moderate—to have it for its value.

31,235. Have you found any reluctance on the part of the tenant farmers to come forward to give evidence before us?—Yes, a good bit. I have been asking several, and they do not seem to understand what is the meaning of the Commission. Some have been asking: "Have they "done much good where they have been?" I am telling them that that is not the meaning of it, and that they are just like a jury trying a case, and that if we will not come before them to give evidence we cannot expect them to do good. Others do not like to come. They have not much good to say about their landlords, and they do not care to say bad, and to face them again, I suppose. Very few of us have got landlords like Mr. Walters, of The Wood.

31,236. Is he your landlord?—No. I talk of Mr. Stancomb, the landlord down there at the Wood. He allows them 25 per cent., and a moderate rent—that is it.

31,237. There was a common here formerly, was there not, in this neighbourhood?—Yes, it was enclosed before I came up to this neighbourhood.

31,238. What has become of the recreation ground that was allotted?—Indeed I cannot say. Is it just down here, sir?

31,239. We have heard that there was—I have forgotten how many acres, but a considerable number of acres let for recreation ground?—What was allotted at the time is filched from them now.

31,240. Who are the trustees?—I do not know. There are no trustees.

31,241. No trustees?—There are some people who will give evidence upon that, perhaps. I do not know so much.

Mr. *Griffiths.*

31,242. Could you give us the name of the farm where the rent was advanced from 120*l.* to 180*l.*?—Llangloffan.

31,243. Mr. Mathias's?—No, Dedwith, my father-in-law's.

31,244. How long had it been at the former rent?—I cannot tell you exactly, indeed; something about 25 or 26 years.

31,245. Was it advanced on his own improvements?—Yes, of course.

31,246. This advance was made on his own improvements?—Yes, except the buildings; of course he did the haulage to the buildings.

31,247. Was there much laid out in buildings?—Yes, there was a very nice farmyard here.

31,248. The whole was new?—Yes, the whole that was done was new.

Mr. *Griffiths*—continued.

31,249. How was he induced to give as much as 2,000*l.* for his farm more than its value?—He did not like to leave.

31,250. Do you think the Welsh people are very much attached to the place?—Very, or else half of us would go this long time. I was offered in the autumn a farm in Hertfordshire, worth 400*l.*, for nothing for two years.

31,251. You were not inclined to go?—I should like to myself, but I would not have the family with me.

31,252. What is the object of these advertisements that are issued about farms? Are there not plenty of applications without advertising?—Yes, plenty.

31,253. What is the object?—You must draw your own conclusions, I suppose.

31,254. Do you mean you have no conclusion to draw?—Well, only what you know.

31,255. Do you suppose it is a cheaper way than having a field to field valuation?—No, it is not that exactly, I suppose.

31,256. You spoke about the butter just now. I suppose you have tasted this Australian and Danish butter?—I have tasted the Danish; I have not tasted the Australian.

31,257. You are aware that there is much more uniformity in it than in the butter in this neighbourhood?—Yes, there is.

31,258. I think you know a good deal of this neighbourhood with regard to the butter that is made here, do you not?—Yes.

31,259. It is not all good, is it?—You cannot depend on it. Sometimes you might have a good cask, and then you do not know what it will be next day.

31,260. That is the mischief; we want more uniformity. Do you not think it would be a good thing to have a butter factory?—Yes, but you will never have the people to bring the cream there.

31,261. Why not?—I do not know, but they have too much prejudice. I do not think they will ever come to it.

31,262. It is far more profitable?—Well, if you can prove that to them, perhaps they might.

31,263. They should try it. I was in Wiltshire three weeks ago, and all the farmers there send every drop of milk to the factory?—There are so many small holdings now; the large dairymen could send 20 gallons as well as two, you see.

31,264. Yes, but they generally send a waggon round and take in all the milk daily?—That would facilitate it to some extent.

31,265. But you think the people of this country are very slow to adopt a method of that kind?—Yes, uncommonly so. More than half of them do not believe in the dairy schools at all.

31,266. Do you find that on some of the farms after the daughters have been to dairy schools the mothers will not allow their daughters to carry on the system?—Oh, very little. They are prevented there again.

31,267. I think you said just now that you knew of a good deal of land going out of culti-

Mr. *Griffiths*—continued.

vation alongside the mountains here that had been ploughed years ago?—Yes, I said it was cultivated now; that it had been under cultivation some time before, and left to go down, but now a good bit of it is claimed again.

31,268. Ploughed up again?—Yes.

31,269. They think they can have a little more out of it after a little rest?—Yes, I suppose so. People are turning a deal of their best land on the farm into grass, and then they want something for ploughing.

31,270. Of course. Do you consider it a good practice to sell the crops off by auction?—No, I think it is ruination on a farm.

31,271. Why do not landlords adopt another system?—I suppose they do not like to have the trouble and expense of doing it.

31,272. Then you spoke with regard to a farm that has been sold in the neighbourhood. A great many farms have been sold and purchased by tenants?—Yes.

31,273. Why are the tenants so anxious to buy, knowing that they are worse off than when they are tenants?—Yes, but they are in doubt as to when they will have to go.

31,274. It is because they want security?—Yes, they want to remain, and after a man has been labouring on a place, say, 10, 20, or 30 years, it will have become part of himself, in a manner. I believe that.

31,275. They have seen many of their neighbours that have been turned out after having been a long time on their holdings?—Yes.

31,276. So that they are induced to buy their holding for their own?—Yes, the Ecclesiastical Commissioners have been selling here on very advantageous terms.

31,277. And they generally offer pretty fair terms?—Oh, they say that nobody shall have it until the tenant is finished with it. Sir Owen Scourfield, on his estate which he has got here, is now willing and anxious for the tenants to buy.

31,278. It is a very good thing. Then you spoke with regard to labourers. You let them a plot of ground to keep cows, too, do you not?—Yes.

31,279. How do you find they are doing, as a rule?—I find them doing very well.

31,280. How about their children? Are they better adapted for agricultural purposes than other children?—Of course. They are brought up so as to understand the beasts and cattle, and they can do better.

31,281. On a former occasion I see that a witness said that they made far better servants than others?—Yes, and they have reason.

31,282. They have been taught the habits of early rising, and so on?—Yes.

31,283. You have given Mr. Brynmor Jones the wages of your servants, I think?—Yes.

31,284. Could you compare the wages of the present day with what they were when you first took the farm?—Yes, I was thinking of it last night. The first year we went there we were paying the biggest boy 9*l.*, and last year we were paying the biggest boy 18*l.*

Mr. *Griffiths*—continued.

31,285. That is double, exactly?—Yes.

31,286. What about the servant girls?—The servant girls are the very same as the boys, or rather more.

31,287. More than double?—Yes.

31,288. Do you find the labourers as efficient now as they were?—I cannot say that they are, indeed generally.

31,289. Do they take a delight in their work. Are they so competent in hedging, ditching, and thatching?—There is a deal of difference in them. We have had some very good men lately.

31,290. But do the young people take to that sort of thing now the same as they used to in former days?—No, they do not.

31,291. Do you think they work so hard now as they did then?—Well, they work a deal less time whatever. Since I can remember it was from sunrise to sunset—from five to seven, but it has come now to just from six to seven.

Mr. *Richard Jones.*

31,292. What is the name of your landlord, Mr. Jenkins?—Mr. Thomas Harris.

31,293. Where does he live?—Haverfordwest.

31,294. Personally you have no complaint against your landlord?—No, he is a very sympathising landlord—very.

31,295. But I suppose you complain that the rent is too high?—Oh, the rent is very high, but a little sympathy goes very far; a man would struggle a good deal for a little sympathy—a kind word would have a deal of effect.

31,296. A kind word will not go very far?—No, but a little with it. Last year we had a terrible year, a year that nobody, I suppose, wants to ever see the like of again. One man was telling me in town one Saturday a fortnight ago that he is paying every week 10*l.* for the stock.

Mr. *Griffiths.*

31,297. How large is the farm?—I cannot say exactly. It is on the Withybush estate. I asked him whether he had an abatement of rent. He said, "I had 15 per cent., but that nearly goes in one week." But there are many of us, some worse and some better, in the neighbourhood.

Mr. *Richard Jones.*

31,298. Are there many estates in your neighbourhood, where there is no abatement made?—Yes, on the Sealyham estate they give no abatement.

31,299. Is Mr. Mathias a rich man?—I think he is. He farms about 1,000 acres down at Castle Martin.

31,300. It is not because he is too poor that he does not make an abatement?—Oh no; but I cannot see what that has to do with the tenant, if the landlord be rich or poor; where is the tenant going to have it if the land does not produce it? It is the landlord's part of the contract which has failed this year; the land has not produced the crops, and I think that is

Mr. *Richard Jones*—continued.

a very poor plea, to say that the landlord cannot afford it.

31,301. Of course the tenant is not bound to stay on, is he?—No. To turn out now he is knocked down at once, because there is nothing for the stock, and to carry on is lingering death.

31,302. So that really he has fallen between two stools?—Yes.

31,303. Are these large estates where these farms are let by tender, these Caerwen and Gwyndy Bach estates, which belong to Mrs. Thomas?—Yes.

31,304. Is it a large estate?—No.

31,305. Is it customary on that estate to let farms in that way?—Yes. Last year they let a farm like that.

31,306. But I suppose it is not a general rule in the district?—No. I handed another little advertisement to Sir John. There is a farm let this year which is mentioned in that paper.

31,307. Trefadog?—Yes. I thought you would ask me about waste land, whether the rent increased because of waste land. You see now waste land is mentioned in that.

31,308. What have you to say about it?—That is to prove that they do take the waste land and common land into account in letting farms. It is taken into account if there is a common.

Mr. *Seebohm.*

31,309. You were speaking of the difficulties of the tenant farmer at the present time. Notwithstanding those difficulties, in case your own farm was to let to-morrow, would there be a great many applicants for it?—I daresay.

31,310. And that is because the hope still remains that the times will be better?—Yes, people are going with their heads against the wall, so to speak; they do not see before them. Things could not be worse; I cannot see any gleam of light whatever.

31,311. So that there is a good deal of what is called land hunger here?—Yes.

31,312. Are they farmers' sons who apply for these farms?—Well, all sorts. A number of children and young men have gone off to the works, and send money home to their fathers, who are labourers now, and they take places—little places, not big ones at first—and like that they supply them with money from up there.

31,313. So that the farm becomes a sort of family home?—Yes, just so.

31,314. Could anyone live in the same comfort anywhere else more cheaply where that is the case—where some, for instance, can send in some money towards keeping them?—They want to raise and better their parents' circumstances, and to have a better place when they come home for their holidays. It is an inducement to them to help them. Where the young men are sober they can do that; they get some money up there.

31,315. So that the whole family are not living out of the farm always, although the farm may be their home?—Just so.

Mr. *Seebohm*—continued.

31,316. Are there many other occupations in this neighbourhood besides farming? Is the fishing of any importance?—No. Fishguard is the nearest place here where any fishing is.

31,317. Yes, but I mean, would young men here from your farms go off fishing?—No.

31,318. How far would they have to go to get the employment that you speak of?—Up to Glamorganshire. There is nothing here besides. There are several labourers who have gone into the towns to drive waggons for the grocers, and that is so in the case of a good many of our labourers that used to be in the country.

31,319. Are there many cases of labourers rising to be farmers?—Yes, just as I mentioned; they have been helped by their own children like that.

31,320. So that you would know of a great many instances in this neighbourhood where people began as labourers and became tenant farmers?—Yes, just so.

Mr. *Grove.*

31,321. You say that leases are not asked for now. Were they asked for years ago generally, or were they satisfied with tenancy from year to year?—Well, yes, sir, they were more asked for.

31,322. Were they granted freely by the landlords then?—In some cases.

31,323. Not in all cases?—No. They are scarcely asked for now. On large estates a man is quite satisfied.

31,324. You speak of some abatements being made in the rent?—Yes.

31,325. But in other cases there are no abatements?—No.

31,326. Where the abatements are made, do they give notice that they are going to make the abatements on rent day?—Indeed I cannot say; not in general, if ever.

31,327. On those farms where there is no abatement, are the rents supposed to be lower?—No, quite the contrary.

31,328. Rather higher you think?—Yes.

31,329. I think you gave us that point before in your evidence, did you not?—Yes.

31,330. Do you think in some cases a tenant farmer would have to sell his stock at a reduction on purpose to get his rent ready by rent day?—Yes, or to borrow money.

31,331. And then when he goes there he finds that there is an abatement, so that it would be an advantage for him to know of that abatement a few weeks beforehand, would it?—Yes, of course, it would.

31,332. There are not many cases of permanent reduction, did you say?—Well, no, very few.

31,333. Is there sufficient labour upon the land, do you think, to cultivate it properly?—No, not near.

31,334. Do you think that any more cottages are needed to get more labour back on the land?—Yes, and better cottages. There are cottages that are not fit for human beings, many of them; they are small and low. You can see cottages

Mr. *Grove*—continued.

from here down to Llanhowell or St. David's where you would not believe that people would live.

31,335. That is the best they have got at the present time, I suppose?—Yes.

31,336. Just as they are convenient?—Yes.

31,337. Is there much gathering together into villages of the ordinary labourers, or are they scattered pretty well about on the land?—They are scattered.

31,338. Scattered on the land?—Yes, I suppose this is the biggest village anywhere this way.

31,339. I think you said that there is a certain amount of co-operation amongst farmers for buying feeding stuffs and manures?—Yes.

31,340. What principle do they go upon, do they pay cash for those things?—Yes.

31,341. That is understood to be cash?—Yes.

31,342. What interest is generally paid upon borrowed money—just about the average—is it 4 per cent., or getting as low as 3½ per cent. when people buy their farms?—I think 4 per cent. is the average; there would be some, perhaps, at 3 and 3¾, but I think 4 would be the average.

31,343. When they advertise by tender, it, of course, has a tendency to pull out the very best price that it is possible to let the land for?—Yes, of course, that is so.

31,344. In cases of sub-letting, is the consent of the landlord given to that sub-letting?—If there is an agreement they are bound to have it.

31,345. And in an ordinary taking, would the landlord be willing for it as a rule?—Not as a rule, I suppose. I say that without knowing how it is done.

31,346. Do any of the dairy farmers about here use a separator at all?—None in this neighbourhood that I know of whatever.

31,347. You are a member of the County Council, are you not?—Yes.

31,348. Then are you a member of the Main Roads Committee?—Yes, I have been appointed on it now, I had a letter to-day.

31,349. As strangers I will say this, that we did not see a finger post anywhere on the road coming from Haverfordwest here, I think, and if there were a few of those put up it would not cost very much, and it would be very convenient for strangers?—Yes, I will mention it.

Sir *John Llewelyn.*

31,350. You all know your own way about, but other people do not as well?—Yes, there has been a deal of talk about it in the Council too, and I do not know why it has been neglected.

Professor *Rhŷs.*

31,351. Do you breed sheep to any large extent on the farms about here?—No, cattle, and dairy farming is the main thing we do.

31,352. What breeds of cattle have you?—Well, they are mixed; black most of them.

31,353. Castle Martin?—Yes.

Professor *Rhŷs*—continued.

31,354. Do you consider it a good breed?—A very good breed indeed.

31,355. It does not want much improving, then?—I do not know indeed. I am making an experiment. I have a Hereford bull to mix with them, to see what they will do.

31,356. Do you know the system which I have heard called "*cadw hafod*"?—I have heard people talking about it.

31,357. You do not know it in this part?—No, I have heard some talk about it, that there is a system of letting the cows at so much per head.

31,358. They get a rent for the cows?—Yes.

31,359. When do they let them out?—They let them out for the year at Michaelmas, as the land is let. I think I heard of a case down in Roose of a farmer letting his cows out to a labouring man and his wife.

31,360. Roose is in the English part, is it not?—Yes, down below Haverfordwest, Milford way.

31,361. They would pay so much for the cows?—Yes.

31,362. About how much, do you know?—They can agree, about 8*l.* or 9*l.* a cow.

31,363. And whose would be the calves?—I think all would be the tenant's then, the owner of the taking.

31,364. The owner of the cow?—No.

31,365. The man to whom they are let?—Yes, he makes as much as he can out of them.

31,366. You do not know the Welsh name for that, do you? You have not heard the term "*cadw hafod*" or "*maerwriaeth*"?—"*Hafod*" is "dairy," is it not?

31,367. I want to know what you mean by "*hafod*" here?—Yes, I think so; "*hafotty*" means a dairy.

31,368. Do you use the word at all?—No, it has gone out of use now.

31,369. You have not any very high hills about here?—No. You saw those at the back there that they talk of.

31,370. Do you find traces of cultivation on the hills about here?—I cannot say that on the highest hills there are many.

31,371. Do you find traces of ploughing?—Well, there are traces on these mountains here. You can see that ridges have been there.

31,372. Have you ever seen them cultivated in your time?—No. Well, upon those up there we have seen something like it, but on flatter ground.

31,373. Lower down?—Yes, flatter ground; we have seen something like it in our neighbourhood here.

31,374. When do you think those ridges were made?—Indeed, I have no idea. Wages were very low then. I heard them saying that people were doing it when they were herding.

31,375. Do you mean herding cattle?—Yes, the herds would be doing cleaning and herding at the same time.

Mr. *Seebohm.*

31,376. Do you mean ploughing at the same time?—They have been ploughed.

Mr. *Richard Jones.*

31,377. Do you mean ploughing with cattle?—Oh, no. The cattle were grazing, and the herds were working, soaking and cleaning the ground.

Professor *Rhŷs.*

31,378. What do mean by "the herd"—the shepherd?—Yes.

31,379. You use the word in the Irish sense; the word "herd" is used in Ireland?—I meant cattle then, and not sheep.

31,380. You call the shepherd "the herd," do you?—Yes. Well, I did then, because I was thinking of cattle.

Mr. *Richard Jones.*

31,381. But had you a man to look after the cattle independent of the shepherd?—No, but we do not call a man that is looking after the cattle a shepherd.

31,382. It is not after sheep but after cattle, and so you call him a herd?—Yes, cowman, or something of that he is called.

Professor *Rhŷs.*

31,383. What do you call him in Welsh—"*bugail*"?—Yes. We have none now; there used to be long ago. All is enclosed now, and there is no need of them.

31,384. I understand. You have had lectures on dairy work, I think you said?—We had a dairy school in St. David's and Fishguard.

31,385. Has the college at Aberystwyth been sending anybody down this way?—Yes, Professor Parry and a lady, a dairywoman, under him.

31,386. Were his lectures well attended?—The lectures and the dairy school are not the same.

31,387. No, but did he give lectures at all?—Yes.

31,388. Were they pretty well attended?—He was here about three weeks ago.

31,389. And did the people take to it?—I think they did indeed very fairly here. It is the first time it happened, and it was a very rough night. I think the Welsh take better to it than the English. They are telling me that the English do not care very much about it.

31,390. You mean in the lower part of the county?—Yes.

31,391. You live just by Wolf's Castle?—Yes, I live just across there, about three miles off.

31,392. I think we came up there to a higher level?—Yes.

31,393. Is your farm on the higher level or on the lower?—When you came there my farm is through that road in going up towards Wolf's Castle, if you noticed a road going up.

31,394. It is on the higher ground?—Yes, on the higher ground.

Professor *Rhŷs*—continued.

31,395. How far are you from the English border?—There are some kind of English just adjoining us.

31,396. Is there a village down there?—There is a little rivulet coming between us and Trefgarn Mountain. You noticed that mill on the road there, just down by the rocks; that river divides it from the English all the way.

31,397. It divides you from the English part?—Yes.

31,398. On the road where do we come to the English part—at the village by the bridge there?—By the mill. It is not pure English there, but they are mixed.

31,399. No, but we will call it English; it may be Flemish, I do not know—they go down for English, anyhow?—Yes.

31,400. Do you consider such a name as "Dedwith" an English name or a Welsh name?—Welsh, I consider it.

31,401. Is it a common name on the Welsh side, in the Welsh part?—No.

31,402. Is it a common name on the English side, do you know?—No, I do not know that it is at all. We have none here.

31,403. The Dedwiths are extinct. Dedwith means "happy," does it not, therefore it is rather unfortunate that that sort of man should become extinct. I want to know whether there is much difference between the English and the Welsh part?—We are hardier people, and we live harder.

31,404. You think you live harder?—Oh, a deal; there is no doubt about that.

31,405. You live harder in the Welsh part?—Yes; these landlords—Lord Cawdor, for instance, he is very glad to get a Welshman down Castle Martin way.

31,406. Do you say they are hardier or harder?—Hardier and harder—living harder—we can do with commoner things.

31,407. I asked a man what food they had in the English part—they look pretty well and in good fettle down in the English part; and I asked him what food he had, and he mentioned a very hard fare, I think. Would you have any objection to telling us what the ordinary farmers' family has in these parts?—We are going in for tea now; we have tea in the morning—mostly tea or coffee.

31,408. Do the servants have that?—Yes.

31,409. All the same?—Yes. We do with what we call boiled porridge for dinner.

31,410. What do you have for breakfast—bread and cheese and butter?—Yes.

31,411. Any bacon?—Not especially in the morning.

31,412. And at dinner time?—Yes, we have what we call porridge with it.

31,413. Do you call it "cawl"?—Yes.

31,414. What do you mean by "cawl" exactly?—Boiling water on the fire, and when it boils up, putting meal into it, then meat, of course, bacon mostly.

31,415. In that?—Yes, sometimes it would be beef.

31,416. You do not call that porridge, do you?—Yes.

Professor *Rhŷs*—continued.

31,417. It is called porridge, but it is "cawl" in Welsh?—Yes.

31,418. I understand that it is called "cawl" perfectly well. That is eaten with bread and so on?—Yes.

31,419. Then I suppose you have potatoes?—In our part mostly they have the porridge first, and then the meat with potatoes.

31,420. What meat would it be, bacon?—Bacon mostly, as a rule; sometimes a little beef or mutton.

31,421. Do you have fresh meat at all?—Well, very little.

31,422. Do the servants have the same fare?—Yes.

31,423. In the afternoon do you have anything?—Supper afterwards.

31,424. About what o'clock do you have supper?—Sometimes it is tea and sometimes it is broth.

31,425. You call the "cawl" broth also?—Yes, I am talking English now.

31,426. Then you mean the "cawl" that is left from dinner time?—Yes.

Mr. *Richard Jones.*

31,427. You made a mistake; you should have said broth in the first instance?—I was telling you exactly what we call it.

Professor *Rhŷs.*

31,428. It is rather thicker than the usual English broth?—Yes.

31,429. That is about the usual thing?—Yes, that is about the usual thing.

31,430. And some of the smaller farmers perhaps live a little harder than that?—Well, they have been doing so. We have been living very hard here. People have been treated very badly; there is no mistake about it. I should not blame them a bit if every labourer in the country would go and leave this part.

31,431. The cottages are very bad, you say?—They are very bad.

31,432. How many rooms do they contain—give us some idea of the bad class?—Only one room. They make a sub-division with a bed or something—a settle or something of that sort.

31,433. Is there any room upstairs?—Oh, no, indeed.

31,434. Are the cottages thatched or slated?—Slated, and some are making them now of zinc.

31,435. What sort of floor have they?—Not very good—sods.

31,436. A sort of clay floor?—No, nothing but on the ground.

31,437. A kind of hardened floor?—Sometimes it is made with lime and gravel.

31,438. Do the ducks and hens come in?—Very often.

31,439. And the pigs, too?—Well, they do not house them in the house; they come in, but they are not allowed to sleep in.

31,440. But the ducks and hens do come in?—Very often.

Professor *Rhŷs*—continued.

31,441. Do the ducks have pools on the floor? That is the custom in one of the royal villes of North Wales, I fear. Have you anything like that here?—Yes, we see some of them sometimes here, too.

31,442. I heard the other day of cottages being built here within the last few years with only one room downstairs, one room upstairs, and no back door, while the pigs and the ducks all come in, and there are no privies. Do you know of any such cottages being built nowadays?—Well, they are built with one room. It has only four walls, and then there is one room, unless the people make it into two by the furniture.

31,443. How many holes are there in those square boxes. There is a door, and how many windows?—Mostly two small ones.

31,444. What does the inspector of nuisances say to this?—He only enjoys his 50*l.* We never see him.

31,445. He looks after his own health?—Yes.

31,446. But you have an inspector of nuisances, I suppose?—Yes. He has his 50*l.*

31,447. And he does not come round this way?—Well, once I saw him.

31,448 What does he say about these things when he does see them?—I do not know, indeed. I know that the doctor called his attention to a house this spring.

31,449. What was the result of that?—I heard nothing afterwards.

31,450. Does he ever write a report?—I have never seen it. He does not come to the council; he comes to the board of guardians.

31,451. Are you on any council where he should attend?—No, I am not.

31,452. You do not have anything to do with his appointment?—No.

31,453. With regard to servants, some of them live in your house?—Yes.

31,454. Two of them?—No, not in—out in a little loft.

31,455. The girls live in the house?—The girls live in the house.

31,456. And the two servant men live where?—In a little loft over the coach-house.

31,457. Is there a fireplace there?—No.

31,458. Do they not occasionally find it very cold in winter?—No, they do not complain of the cold.

31,459. Where do they spend their evenings?—Well, it is just time to go to bed after they have finished the things in the winter.

31,460. But when they have finished?—Sometimes they take a stroll up to the public-house, or something like that.

31,461. To the public-house?—Yes, there is nothing—no kind of recreation anywhere here.

31,462. Your landlords do not supply you with sufficient building accommodation to give them a room for themselves?—No.

31,463. Or is there room for them in the kitchen?—There is room for them in the kitchen, and they are welcome to come in, too, as long as they like.

31,464. Are they welcome?—Yes.

Professor *Rhŷs*—continued.

31,465. In some parts we have heard that they are not welcome, but I understand they are here?—I think they are welcome to remain in, generally, as long as they like.

31,466. But they sometimes go off elsewhere for amusement?—Yes.

31,467. Is that the ordinary custom on farms about here, that they have a bed in a room outside?—Yes, I think so.

31,468. That is the ordinary thing?—Yes, I think so.

31,469. Does that have a good effect, do you know? Does that produce any disagreeable results?—No, I do not think it does.

31,470. You cannot have any control over their movements then?—No, of course not.

31,471. You do not know when they go to bed, and so on?—We would not be able to control them if we tried.

31,472. But if they were wont to sleep in the house, would you not be able to look after them better?—No, we should have to have the door open so that they would be able to come in.

31,473. In some neighbourhoods we have heard that they prowl about the farm-houses. Do you suffer from that sort of thing in this part of the country?—No, we are very fair, very good indeed for that, we are not in a very populous district here; we have the mountains about us.

31,474. Do you happen to know at all what the census shows with regard to illegitimacy in this part of the country?—No, I do not know, indeed.

31,475. Has it a pretty good reputation, do you know, or the other way about?—The other way.

31,476. It has not a good reputation?—No.

31,477. The English part has a better reputation in that respect, perhaps?—I do not think so either.

31,478. You do not?—No, I do not, indeed.

31,479. Both are rather bad?—Yes.

31,480. You would not care to give any details perhaps, so I do not think I have anything more to ask you.

Mr. *Seebohm.*

31,481. I wish to follow up a matter that Professor Rhŷs mentioned with regard to the dairies—the "*hafotty*" I think you call them?—Yes.

31,482. Are they going on now?—I do not know of one now.

31,483. In the old times did the farmers combine and put their cattle into one herd, and have one herdsman?—No, that was before my time.

31,484. Is that what the tradition is?—Yes, I think so.

31,485. The herd that you speak of who did the ploughing on the high ground was the herd of the village, I suppose?—Yes, that was so in places which we call Hendre Eynon, and St. David's, Llandeloy parish, and they tell me that that is the old place where they come over for the winter, and that they sent them up in the other places, and they came down to the village in the winter—Hendre meaning the "old town."

Mr. *Seebohm*—continued.

31,486. Yes. Do you know how long ago it is since that sort of co-operation took place?—No; I suppose it is some hundreds of years since then.

31,487. You quite understand me, do you not?—Yes, I think so.

31,488. That several farmers would put their cattle together into one herd, and appoint a common herdsman to take care of them in the summer upon the high ground?—Yes, just so.

31,489. In the winter they would go to the homes of their own families?—Yes, that is what I heard them saying; but I think they are doing that now in Breconshire—sending them under a herd, as you said—sending a shepherd to the mountains, and some pay him so much per head for looking after them.

Mr. *Brynmor Jones.*

31,490. I wish to ask you some questions; I am afraid we are rather tiring you, but you are practically representing this district?—Anything I can answer I shall be pleased to do so.

31,491. In your exhaustive evidence you have not touched upon any remedies for existing depression. I forgot to ask you what your view was?—It is no good for us to suggest anything between the master and tenant. We could suggest things, but we cannot carry them out.

31,492. But you referred to insecurity of tenure. How do you suggest that might be remedied, with fairness to the tenants and all the interests involved?—I think we ought to have some authority to fix fair rents first of all, and then fix security of tenure.

31,493. Then by security of tenure you mean, first that the rent is to be fixed by some authority at a fair rent?—Yes, at a fair rent and on a graduated scale, so that if things should rise, the landlord should have a share of it.

31,494. You mean that instead of the rent being fixed by this authority for a definite term—say for seven years—that it ought to be fixed by a sliding scale by reference to prices of produce and other considerations of that kind?—Yes, so that if the prices should rise the owners should have a share in it.

31,495. With regard to security of tenure, the mere fixing of the rent at a fair price would not give you security of tenure, would it?—No, but if we did not fix a fair rent, security of tenure would be no good.

31,496. Quite so. Do you mean this, that the landlord should not have the power to send a tenant away except upon certain conditions?—Yes, if he does not use the farm well, and if he does not do as he ought to do on the farm, then he ought to be sent off for the good of the country.

31,497. What kind of authority do you think, as a practical man, might be introduced?—We should have some kind of a court, and I think Government should appoint two or three men, I suppose—I cannot see anything else. We could not rely upon one man to do it, say, for a county now.

Mr. *Griffiths.*

31,498. Professor Rhŷs has asked very important questions with regard to how people live, but I think he omitted one important question, and that was, although he asked you what you ate, he did not ask you what you drank?—We drink a little of what we call table beer.

31,499. Do you give the men table beer?—Yes.

31,500. Daily?—Well, yes, daily; there might be some days they do not have it.

31,501. But generally in the summer you have table beer to drink?—Yes, and the winter too.

31,502. Have the landlords in this district done anything in the way of building more suitable dairies to meet the modern appliances?—No, I have not heard of it whatever.

31,503. There has been nothing done in that way?—I have not heard of it.

31,504. You think they should?—I think they should indeed.

31,505. We have to fight the battle with the foreigners, and we should try to be well armed for it?—Yes, I was going to say, perhaps you would think me boasting a bit, but we are sending our butter to Bristol, and we are having about 3*d.* or 4*d.* more now than you may have in Haverfordwest; and we are sending butter of others here in the neighbourhood.

Sir *John Llewelyn.*

31,506. Do you send it by sea?—No, by rail.

Mr. *Griffiths.*

31,507. Do you find the railway rates very heavy?—We do not pay the rates. They have to pay the rates.

31,508. They have to pay it in the price?—Yes, they have to pay about double what they used to be.

Mr. *Grove.*

31,509. Double what they used to be?—Yes, five or six years ago.

31,510. Do you say the rates are double what they used to be?—Yes, on small things.

Mr. *Griffiths.*

31,511. What is the price, may I ask you, that you get for butter?—A small cask of butter would cost 1*s.* 6*d.*

31,512. I mean to say, what is butter sold at, how much per lb.?—We ran to 14*d.* this week, and we had 14½*d.* for some time, and 15*d.* before then.

31,513. I understand you said just now we cannot expect more from the land than the land will produce, did you not?—Yes, something like that.

31,514. You consider that this produce of the land should be fairly divided between the landlord, the tenant, and the labourer?—Yes, of course.

31,515. Do you think that the landlord is to have the usual rent that he used to have, the tenant interest for his capital, and that the labourer would be able to have a living?—No We would be all of us, with very few exceptions, bound to go somewhere this year for half of our rent—a full half—and many of us for the whole of our rent.

Mr. *Griffiths*—continued.

31,516. Supposing the labourer has fair wages?—The labourer we have nothing to do with, because he can do what he likes, he goes where he can get money for his work.

31,517. But you cannot pack up yourselves, and be off?—No, we cannot.

31,518. Then the question is, who is to have the first bite of the cherry. There will not be much left for landlord if the labourer has his due?—No.

31,519. And if the farmer has a little interest for his capital?—We are bound to give the labourer what he asks, what is going, or to be without him.

31,520. Then do you think the landlord would fall short if you began at the other end?—Of course he would, and he ought to, too—of what he is having now.

Mr. *Richard Jones.*

31,521. You say that at the termination of a tenancy the crops are sold by auction?—Yes.

31,522. Would you think that is a disadvantage to the farm?—Yes, to the farm; it is not always a disadvantage to the tenant.

31,523. Is that really the custom of the country?—There is no custom here.

31,524. Are there no restrictive clauses in the agreements to prevent such a thing?—Yes, on some estates.

31,525. But of course you would recommend that there should be restrictive clauses applying to this sort of thing in every agreement?—What I would recommend is, if we had fair rent, there would be no changing, or not much.

31,526. But under present conditions, would you consider it desirable that there should be restrictive clauses applying to this sort of thing in every agreement?—I think the outgoing tenant does better by selling off, than being hampered with valuers and things.

31,527. Yes, but the question is this: the farm will suffer to the incoming tenant?—No doubt the farm suffers; when farms are changed often, selling off the crop every three or four years, the farms are bound to suffer.

31,528. You see the interests of the incoming tenant have to be considered as well as those of the outgoing tenant?—Yes, but it is scarcely ever the case with an incoming tenant that he is willing to take at a valuation.

31,529. Supposing he is bound to, then the same thing will apply to him when he has gone out?—Oh, yes, if he is bound to there is no thanks to him, but then he would rather not have it. That is the way I have seen it.

31,530. That is your opinion, at all events?—Yes.

31,531. Do you say that the Agricultural Holdings Act is inoperative?—Yes, it is no good for a bad landlord, and the good landlord does not want it.

Mr. *Richard Jones*—continued.

31,532. But would it not be a good thing for the tenant when he has got a good landlord ?—No, not a tenant; he would pull him from one court to another, and would kill him before he would have anything from him.

31,533. Do you think the tenants are acquainted with the provisions of the Agricultural Holdings Act ?—No, I do not think that they are.

31,534. Do you think that they would be if the Act was printed in Welsh ?—I do not know. They could have that now. The thing is, that the tenants are rather afraid of tackling the landlords for anything.

31,535. Do you think the tenants are dull to their own interests; is that the reason they do not read the Act ?—No, but a man must keep things in very good order before he can stand against the landlord, or else the landlord will go in for dilapidations, and such things, and the cry is that the landlords gain the heavier claim.

31,536. Are the tenant farmers here generally an intelligent class ?—There are some of them that are, but as a rule they are rather backward.

31,537. Were Professor Parry's lectures delivered in Welsh or in English ?—In Welsh.

31,538. Were they sufficiently elementary for the people to understand them ?—Yes, I think we were able to understand him pretty well indeed.

31,539. Whether in Welsh or English was he making use of the technical terms ?—Well, he did explain some things in English, but in Welsh the lecture was, you see—very plain Welsh.

31,540. You think the lectures were understood ?—I think the people said so when they came out. This was the first we had here—this one this year.

Sir *John Llewelyn.*

31,541. I have some questions which are handed up to me by Mr. Vincent: "Do you "mean that the tenant referred to entered on a "farm under a fair landlord, but without capital "of his own ?"—I cannot quite understand that question. Do you mean that my father-in-law took Llangloffan without means ? I cannot under-understand what he means.

31,542. What was the name of the farm you spoke of—the first case ?—Llangloffan.

31,543. Who was the landlord ?—Mr. George Roche, Butter Hill, one of the best landlords in his time whatever.

31,544. Did the tenant then of that farm go in without any capital of his own ?—No, he came in from a farm not quite so big, but very near.

31,545. Did Mr. Roche sell the farm ? Who sold the farm—was the farm sold ?—Mr. George Roche died, and the son came into it, and his son did not take much interest in the tenants. He left it all to the agent.

31,546. "Did the auctioneer lend him money upon which to farm" ?—I think Mr. Vincent is mixing matters. What I said was that the tenant before him when going out went into the auctioneer's hands, and you know, or at least we know, that when these auctioneers go into a farm there is not much left in it.

Sir *John Llewelyn*—continued.

31,547. There is another question: "How "long had the tenant enjoyed the benefit of the "building to which his haulage contributed "before he died" ?—For a few years. He was going on constantly improving it until he died.

31,548. But you told us that the buildings had been erected by the landlord, and the tenant had done the haulage ?—Yes.

31,549. How long did he have those buildings before he died ?—I cannot say exactly how long they were finished before he died—a few years I think. They were years at it, but they were not built for years after he went there, because he had a lot to do to the land first, before he had time to pay attention to the haulage.

31,550. "I think you told us that the small "estates were most highly rented as a rule ?"—Yes.

31,551. "Are there any exceptions to that ?" —I cannot say; there might be some.

31,552. "Do not you think you could find an "exception for Fishguard ?"—I do not know, indeed, but I think I can whatever.

31,553. "How far from here are these farms "which you mention as having been up for "tender ?"—Five or six miles, I suppose, from here—say six miles; I do not think they are more than six. They are not little ones down at St. David's.

31,554. It is some way from here ?—Yes, near St. David's—a small one.

31,555. Mr. Stephen asks the following questions: "Where farms are advertised to be "let by tender is it not often the case that they "are let under the directions of a public body, "such as the Charity Commissioners ?"—No, I do not think that is so. I do not know about that. I never knew of a farm under the Charity Commissioners.

31,556. Mr. Stephen also asks this question: "With regard to the preferential claim for rent, "does it occur to you that the landlord is "obliged to give credit which the tradesman is "not ?"—Well, the tradesman does give credit, or else he should not lose his money.

31,557. Credit is what is put to you ?—Yes, if the money was paid down he should not lose then.

31,558. "Do you know that in Scotland, "where preferential claim has been abolished, "the landlords always exact payment of rent "as soon as it is due ?"—I cannot say, again. I do not know much about Scotland indeed.

31,559. "Will you kindly mention the cases "of consolidation of farms ?"—Well, there are a few about here—down there by a little place they call Tycant. Mr. Williams, of St. David's, is the owner. They have turned two or three or more little places into one.

31,560. How far is that from here ?—It is just in sight over there.

31,561. "If the tenant, who you say is, as a "rule, too highly rented, sub-lets at a still "higher rent, is the sub-tenant in a favourable "position ?"—What I said was that he was in

Sir *John Llewelyn*—continued.

difficulties; I did not say he was excessively highly rented when the man does sub-let.

Mr. *Grove.*

31,562. Just one question: What weight of butter do you send to Bristol weekly?—We send over one hundredweight now.

31,563. It ought not to cost more than one half-penny a pound to get it into Bristol?—We are not paying it, but they are complaining to us that the carriage is very high.

Mr. *Grove*—continued.

I am glad to find that you send as much as one hundredweight, because that gives you the lower charge.

Sir *John Llewelyn.*

Mr. Grove will tell you that the maximum is fixed by Act of Parliament.

Mr. *Grove.*

I am glad you have mentioned it, Sir John. I have touched on it so often that I am rather loath to introduce it.

The witness withdrew.

Mr. EDWARD PERKINS called and examined.

Sir *John Llewelyn.*

31,564. You are an owner and occupier in the Letterston district?—Yes.

31,565. And you desire to give general evidence?—Yes.

31,566. Would you kindly give the Commission the benefit of your experience. You need not go through the whole of the schedule, but kindly touch upon those points which you consider you can give the most important evidence. You wish to speak first in regard to language. Does the difference of language make any inconvenience?—No.

31,567. You wish to speak upon the question of occupation. What is the time of entry in occupation?—Michaelmas.

31,568. For how long? Is it on leases or from year to year?—From year to year, as a rule.

31,569. Are there leases?—A few.

31,570. Is there a demand for them now?—I do not think there is.

31,571. Are the conditions amongst leaseholders and yearly tenants good or bad?—You will find both.

31,572. Should you say the changes are more frequent than they were or not?—I do not think they are.

31,573. Are there any oppressive clauses in the agreements?—Well, I believe some old agreements have. As a rule there are oppressive clauses in them.

31,574. Are they insisted upon?—Not to my knowledge.

31,575. You say so far as you know the penalising clauses are not enforced?—No, I have never known them.

31,576. What is the amount of the rent?—It varies from 7*s.* 6*d.* an acre to 2*l.* I believe, for some of the best land in the district.

31,577. How is it fixed?—In one fixed sum.

31,578. Do you think any regard is paid to acreage?—Oh, of course.

31,579. Should you say that the rents are generally higher or lower on large estates or small estates?—Lower on the larger estates, certainly.

31,580. Are rents of the smaller tenantry as a rule higher in proportion?—Yes.

31,581. With regard to fluctuations in prices, can you give any examples?—Yes, with regard

Sir *John Llewelyn*—continued.

to cattle there is a great fall to what there was in the sixties and the seventies—a great drop.

31,582. What percentage would you say?—In inferior cattle there is a drop of 75 per cent., and the general drop, I should say, is about perhaps 25 to 50 per cent.

31,583. Have you any other examples of the fluctuation in prices that you wish to give us?—All kinds of corn are much lower than they were in those years.

31,584. Taking all round the fluctuation in prices, do you consider that the general average would be above or below 30 per cent., one with another all round?—I should think the general average would be not far from 30 to 35 per cent.

31,585. About the size of the farms; is there any consolidation?—There has been a little.

31,586. What is its effect?—I think it tends to better farming.

31,587. Does it tend to any increase in production?—Oh, yes, better farming will increase the production.

31,588. Does it lead to more or less labour being employed?—Rather less.

Mr. *Seebohm.*

31,589. Less per acre?—Yes.

Mr. *Richard Jones.*

But he says it is the same.

Sir *John Llewelyn.*

He says less now.

Witness.

I said more hired labour, but not more labour—more hired labour now, because in those days the small farmers did their own working.

Mr. *Richard Jones.*

31,590. But what is the difference between hired labour and the labour of your own children if it is the same?—Oh, you are able to economise in labour to a certain extent by having larger holdings.

Sir *John Llewelyn.*

31,591. What is the effect upon the rent?—I do not believe there is any appreciable difference one way or the other.

31,592. Do you consider that it tends to a depopulation of the country or not?—To a small extent, certainly.

31,593. Is there any sub-letting? — Very little, except to tenants who are workmen.

31,594. Does it lead to more skill, capital, and energy on large holdings or not? — Yes. You will find more skill and better directed energy on the larger holdings as a rule — not without splendid exceptions though.

31,595. Do you consider that the smaller tenants have of late shown improvement?—They have, a decided improvement; a great improvement.

31,596. In what direction would you say?—In farming more intelligently and producing more from their farms and managing their cattle and land altogether better—a great deal better. There is a great improvement lately in that respect.

31,597. Who would feel the depression first, the small tenant or the big tenant?—Well, they would feel it alike, but I think the strong man would be able to hold out longer than the weak man. I believe the larger farmers suffer quite as much as the small farmers. In fact their loss is greater.

31,598. Which of the two would you say is best able to provide for his family? — The large one most decidedly.

31,599. Where do the people go: do they stay at home, or go into service, or trade, or what—I mean the children of farmers?—Some of them stay at home and assist at the farm work; others take to trade and professions and different things. As a rule if there is a large family, a large proportion of them go away to different trades and professions.

31,600. You have answered it here that the children of the smaller farmers go into service or trades?—Yes, so they do.

31,601. Do not the children of the larger farmers do the same?—The larger farmer's children take to trades and professions, doctors, and lawyers, and so on.

31,602. With regard to cultivation, what is its nature, is it mixed?—Mixed, yes.

31,603. Is there any scarcity of labour?—Not in my district, so far as male labour goes. Female labour is rather scarce.

31,604. Is there any land going out of cultivation?—Oh, no.

31,605. How about reclamation?—In one or two instances there have been great improvements made, and a large area of land reclaimed.

31,606. Do you think there is more that might be reclaimed?—Oh, yes.

31,607. If prices improved?—If prices could only be made remunerative—if prices were better.

31,608. What quality of land would that be?—Light, furzy land.

Sir *John Llewelyn*—continued.

31,609. What is yours, rough, marshy ground?—Yes, marshy as well; both high and low, dry and marshy.

31,610. With regard to grass, do you suggest that the grass portion of the rotation of crops is allowed to lie longer than it used to?—Yes.

31,611. And with regard to roots, is there an increase or decrease?—A considerable increase.

31,612. And bare allowing?—That is dying out; it is not known hardly.

31,613. What do you consider the causes of the depression?—Certainly low prices is the immediate cause.

31,614. You mean grain and cattle. Is there any compensation given; is it sufficient or not? Where farms have been sold, has there been any compensation given to the farmers?—Not sufficient, I believe, and in many cases no compensation at all has been given.

31,615. Do you know any cases of compensation that has been given for specific improvements?—Not for a certainty, because I do not know other people's business, but I have been told so; I have heard it.

31,616. Do you know of any recognition of the right to dispose of a tenant's interest?—No.

31,617. With regard to the Agricultural Holdings Act, what have you to say about that?—I quite endorse what Mr. Jenkins said. The farmers think but very little of it. I have no faith in it.

31,618. You would prefer a self-acting custom that would ensure compensation?—Yes.

31,619. The Agricultural Holdings Act does in some way ensure compensation to some extent, does it not?—Oh, yes, to some extent; but it is not a very practical thing; and besides, our Pembrokeshire farmers do not care to set the law in motion at all to get any benefit from it.

31,620. Is there any compensation in the nature of a trades union?—Not to my knowledge; oh, no.

31,621. Are benefit societies and life assurance societies availed of in your district?—Yes. There may be others that may be able to speak about it more than I. I do not know much about it.

31,622. Are the savings banks patronised?—Yes, very much by our young people.

31,623. Do the farmers put money into the bank?—Yes, whenever they have any to put in.

31,624. And they take mortgages?—Yes, they let out their money in bank shares, or lend it, or they used to when they had the money to do it.

31,625. As mortgagees you mean? You have it here "mortgagees"?—As mortgages I mean.

31,626. Are there any freeholders here?—There are a good many freeholders, but not the old proprietary farmers, as you may call them; those have died out pretty near. I think the last died out last year. He was sold out.

31,627. Are the freeholders men who have bought their own farms mostly?—Yes, there are a good many of those here that have bought their own farms, but those that have inherited their little farms are very, very few.

Sir *John Llewelyn*—continued.

31,628. With regard to interest on the purchase money, have they borrowed parts of their purchase money, when they became freeholders?—Yes, in very numerous cases.

31,629. Your opinion is that it would be desirable to provide some system of cheaper loans in case people do desire to purchase their farms?—Yes, it would be a great benefit to those people.

31,630. Would you suggest that it would be a good thing if Government were to advance money at a low rate of interest?—Possibly that would be the best way. I do not know; there may be other ways as well.

31,631. We heard something the day before yesterday as to there being many instances in this county where money had been advanced at 3½ per cent.?—I am not aware of it. I think they fail to get it under 4 per cent., as far as I am aware.

31,632. Do the tenant farmers do much out of door work?—Oh, yes, more or less, according to the size of the farm. Of course, larger farmers can follow the plough and all that sort of thing.

31,633. There is scarcely a farmer in the district who does not do out of door work, I suppose?—Of course he has got to overlook the work and lend a hand when wanted.

31,634. I suppose every farmer has out of door work?—Quite so.

31,635. Do the children work?—Invariably.

31,636. What remuneration do they get?—They get assisted to start on their own hooks when the chance offers.

31,637. Do they get clothes and pocket money?—Of course.

31,638. And are afterwards set up in the world?—Yes.

31,639. Then why do they stop at home rather than go away to the works or to the towns?—They do that when their parents are in fair circumstances, and they know that they can help them on.

31,640. Prospects of remuneration you mean?—Yes; I do not believe it would be right for a farmer to keep children at home, unless he had the prospect of setting them up for themselves.

31,641. Where are the single men and women lodged—the labourers I mean?—Just as Mr. Jenkins said: the single men somewhere in the outhouses, and the females in the house.

31,642. The married couples—where do they live?—In their own cottages.

31,643. Do any proportion of them live on their own finding?—A small proportion.

31,644. Then the larger proportion would be on the employer's finding?—Yes.

31,645. What would be the rate of wages?—The general wages on their own finding is 2*s.* 6*d.* a day, with board 1*s.* 6*d.*

31,646. What would you put the total earnings down to be?—They are able in harvest and other times to make another 2*l.* or 3*l.*, as may happen.

Mr. *Grove.*

31,647. Do they get any extra for Sunday labour?—Almost every man you have there is some difference, some variety in their wage. If they are such workmen as cowmen and so on, they generally get some privilege or higher wages.

Sir *John Llewelyn.*

31,648. Is there fluctuation in summer and winter?—Not a great deal on our farms.

31,649. What do you say about sleeping accommodation? You state here that the women will be in the house and the men in rooms in the out-buildings. That is so, is it not?—Yes.

31,650. Do you consider the cottage accommodation to be sufficient or not?—Oh, yes; quite.

31,651. Where is it situated?—Well, on some convenient place on the farm.

31,652. Upon that, may I ask this: Are the cottages let with the farm, or are they let direct by the landlord?—Invariably they are let with the farm.

31,653. So that the labourer is the tenant of the farmer?—Yes, that is the meaning of building the cottages.

31,654. What is your opinion about the construction of these cottages? are they good or bad?—I believe Mr. Jenkins said you may refer to a few old-fashioned buildings. I think you will see a few of them within a mile of this place, but, as a rule, they are improving, and are built to suit the convenience and the requirements and the wants of the men.

31,655. Are there any model cottages about you?—Oh, yes.

31,656. Do people like them?—No, they do not seem to like them; they prefer being their own architects, and to have them built according to the usual custom here.

31,657. Have they gardens attached to them?—Invariably.

31,658. Do you consider the small holdings are prized or not?—Oh, yes, very much.

31,659. May I ask what you mean by a small holding?—They keep two or three or four cows.

31,660. Eight or 10 acres; 10 or 15 acres?—Yes, as much as would keep a couple of cows. They like to have two cows, and three or four if they can have them.

31,661. These cottages, you have told us, are held of the farmer. What length of notice are they held at?—I believe the custom is six months' notice, but if the farmer and the cottager cannot agree as to the following year, as a rule they leave at Michaelmas without notice being given.

31,662. Do any farmers migrate?—Very few farmers.

31,663. Labourers?—Yes, sometimes, when trade is very brisk in the coalfields they go off. Pretty nearly all the young men go then. The young people principally go to the coalfields.

31,664. When did the agricultural depression commence?—In 1879 we felt it first.

31,665. What is its cost, do you consider?—The great drop in prices; but this year is a most exceptional year. Besides the great drop in

Sir *John Llewelyn*—continued.

prices the great drought has caused a great deal of suffering and loss.

31,666. Have you any remedies to suggest?—Well, yes.

31,667. We shall be glad to hear your suggestions?—I think with free trade we should have fair trade; that we should not be unduly handicapped against the whole world. We have got to pay duty on everything we grow; imports are brought into this country without paying any duty whatever as far as we are concerned, so we are handicapped against other producers. That is one remedy to get over that. Then Mr. Jenkins referred to Australian butter. They are paying bonuses on stuff they send here, foreign and colonial countries pay bonuses. I think we should remedy that. We could very easily put a stop to it if we chose by putting up an import duty as an equivalent. Those are the principal remedies.

31,668. Are you on the County Council?—No.

31,669. Have you any other suggestion to make as to the remedies for the depression?—I believe those are the principal remedies. That is the radical cure, I believe, of that, and I believe everything else would come round then. I am afraid to go into it, but I really believe that the demonitization of silver has caused a great deal of this depression. Anyhow things were going on swimmingly until then, and soon afterwards we have been going from bad to worse.

Mr. *Grove.*

31,670. You spoke of reclamation of land in certain parts. You say you know of cases?—Yes.

31,671. And there is still more land that could be reclaimed?—Oh; a lot of it would only pay them to do so.

31,672. When it was reclaimed, at whose expense was it done, at the tenant's or the landlord's?—Well, I have known of both instances.

31,673. By mutual arrangement, was it?—Yes, but principally what I have known lately is by the tenants. That is what I referred to

31,674. Would it pay at present prices to reclaim further land, do you think?—I do not believe it would at the present time at present prices.

31,675. You state also that you have known many cases where compensation was not given?—Yes.

31,676. Do you mean cases where you consider the tenant farmer was fairly entitled to compensation, and he did not get it?—Yes, and the farms have been sold off. I do not know of any evictions, but the farms have been sold over their heads, and bought by neighbouring farmers.

31,677. Then you speak of the Agricultural Holdings Act. You say the farmers have no faith in it. I think those were the words you used. Are they well acquainted with the details and provisions of the Act?—Oh, yes, quite; certainly they are.

31,678. You speak also in your evidence in chief of the way in which farmers invest their money in bank shares and mortgages and various

Mr. *Grove*—continued.

other things that sound quite pleasant to hear even talked about, but I suppose at the present time they have very little money to invest?—Oh, there is none at all, unless they have some very exceptional farm.

31,679. You speak about Government advances to enable tenant farmers to buy their holdings, and you said that other means might he employed?—Yes.

31,680. What would you suggest in that way; what do you think you could suggest?—Well, I really believe, although I am afraid to bring it out, that if silver was brought back into the currency the same as it used to be, gold would be freer, financiers would not have the same hold upon it, and there would be more gold flying about, and they could not control it as they do now, and send it out of the country as they do now.

31,681. A change of that sort would be a long time working down into the country and circulating so as to benefit you, would it not?—Oh, no.

31,682. But have you any more immediate and practical suggestion to make? I quite see your point, and I appreciate a good deal of what you say, too, in that direction; but I thought perhaps you might have something local to suggest?—Well, something on the lines of what is called the Ashbourne Act—something or other—I would not go into details at all, but I do not see why, as Government has money at 2½ per cent., it could not manage some way so as to lend it to the poor peasantry at a lower rate than they have to pay our present financiers.

31,683. You spoke also of parents doing something for their children, that is, the tenant farmers putting them into professions and so on?—Yes.

31,684. I suppose it is not very often that that happens, is it?—No, not very often.

31,685. They go into trade more than into professions?—Well, yes, professions of late have become very glutty themselves, and farmers would not put them there. A good many of my friends and acquaintances have put them into professions.

31,686. But there is not much of that now, I suppose?—No.

31,687. Every one connected with agriculture feels the depression from top to bottom all round?—Exactly, yes.

Mr. *Richard Jones.*

31,688. You say that the rents of the smaller tenantry are, as a rule, higher in proportion?—Yes.

31,689. Why? If you recollect rightly, Mr. Jenkins told us that it was owing to competition?—That would have been one reason. The other reason is that, as a rule, these smaller holdings are owned by smaller owners, and they let it dearer. Supposing you or I owned a little farm, we should want to get all we could from it. Sir John and other people would let it on different lines. That is, I believe, the principal cause.

Mr. *Richard Jones*—continued.

31,690. We have been told over and over again that small farms are high chiefly because of building on them?—Oh, no.

31,691. The cost of building would be greater in proportion than it would on a large farm?—No, it is competition principally, I believe, and of course there is the general law that in retailing things the smaller the thing you buy the more you have to pay for it. I believe that law holds with those small holdings, too. There is a great competition, and the owners, as a rule, are rather a needy lot, and get all the money they can for them.

31,692. Are there no small holdings on the large estates?—Oh, yes, of course, and those I believe are let pretty nearly at the same rate as the large holdings.

31,693. On the large estates?—Yes, that is my idea as far as the big estates go.

31,694. Do you think there are sufficient small farms, and those varying in size, to enable a man to rise up in his calling—that there is a sort of ladder?—Exactly. They go step by step up the ladder, they used to at any rate. Some of our very best farmers now in this county 20 or 30 years ago were farm servants and now they are crack farmers, first-rate farmers.

31,695. I am glad to learn it, because it has been a complaint in some neighbourhoods that there were not sufficient small farms to enable a man to rise?—Well, I think if there were more to be had, more use would be made of them.

31,696. You think there would be a demand for more?—Oh, yes, if there were more to be had.

Sir *John Llewelyn.*

31,697. Has the tendency been for the farmer to go up the tree or to come down as a rule?—To go up as far as working men are concerned, certainly.

Mr. *Richard Jones.*

31,698. What was the explanation of this answer of yours in respect to consolidation? You have it down here that more labour is employed on consolidated farms?—I explained it just now. I meant more hired labour. Supposing a farm of 20 acres is cut up into 50-acre plots, then there is no hired labour employed there except it is a servant girl; but if the four were consolidated the farmer would require hired labour.

31,699. Do you think there would be an increase in production?—I think there is an increase in production by consolidation as far as it goes, but not to a very large extent.

31,700. You say that there is no appreciable difference in the rent; but supposing that consolidation was to become a very general thing how would it affect rent then?—Well, that is rather hypothetical. Really I do not know. If you consolidated all the small farms there would be no competition then for the big farms, because there would be fewer people able to take them. It is these small farmers that do drive up the rents in fact. If you consolidated the country and had it all in big farms the big farmers would not pay big rents then.

Mr. *Richard Jones*—continued.

31,701. You think it would not affect the competition?—It would affect the competition if you consolidated to a great extent.

31,702. Of course it would, because there would be fewer farms, whereas the number of farmers applying would be perhaps pretty nearly the same?—Yes.

31,703. You say that there is more skill and capital and energy employed on large holdings?—Yes, but not without some splendid exceptions. I mean as a rule.

31,704. I suppose that you believe that there is more machinery employed on large holdings?—Yes, for one thing, and the rotation is better, and better care is taken of the stock. There is better stock and more intelligence shown as a rule, but as I tell you, there is a great improvement of late years amongst the small farmers.

31,705. Does your answer imply that some of the smaller farmers start with insufficient capital?—No, it does not imply that. Of course some do and some do not. It is impossible to know other people's circumstances; but very often they start without sufficient capital, I dare say.

31,706. Do you find there is a very keen desire among labourers to become farmers, and that in consequence they start perhaps with insufficient capital?—I do not believe they are quite so keen upon it now since wages have jumped up and farming pays worse.

31,707. Years ago there was?—10 or 15 years ago they were most eager for it; it is rather less now, I believe.

31,708. But you believe if circumstances changed, the competition would be very keen?—Oh, yes; you can let as much as ever you like now.

31,709. You say that during depression the small tenant goes to the wall first. We have had opinions in other parts that generally the large farmer goes to the wall first?—Well, really I do not know whether you could give any general rule, but as far as my knowledge goes a large farmer is better able to withstand bad times than a small one, as far as my own personal and private connexions with people go.

31,710. The reason that has been given to us was this, that small farmers were able to find some other employment just to help them out on the farm?—Yes, when there are only a few, but supposing there is a county with pretty nearly all small farmers, there is nothing for them to do. Of course, if there is only one small farmer here and there, he can take a contract on the road or butchering, lots of things, hiring horses, and posting I mean; but if you have them very numerous, of course it is only one or two out of a dozen who could do that.

31,711. Are they very numerous in your neighbourhood?—In some districts they are, very.

31,712. Do you find a good many of those people, who get some auxiliary aid in that way to make a living—people who in addition to

Mr. *Richard Jones*—continued.

farming hire their horses out, or themselves work upon the road?—Yes.

31,713. And that in consequence they are able to pay higher rent?—They are able to pay their way better.

31,714. In cases where farmers have been laying down permanent pasture, have they acted in accordance with the provisions of the Act by giving notice to the landlord or obtaining his consent?—I do not believe there is any laying land down to grass in this county in the sense that it is used in the Act, and in the sense in which it is understood in England. Our land falls down to grass; you have only to let it alone and manure it decently, and there it is. It is a kindlier soil. You have to give a little better seed, that is all. For an ordinary seed, say you have to pay 12*s.* or 14*s.* per acre, if you want to let the land down longer you would have to pay 16*s.* or 17*s.*

31,715. From your reply one would infer that Pembrokeshire is very similar to Anglesey in that respect. They told us in Anglesey that it was not necessary to put seeds down—that really the grass would settle of itself?—Yes.

31,716. And I think it is the same thing in Cheshire, where the land is rich?—Yes, most of our land is nice light loam. Of course where there is heavy clay it is not so, but we have not got a lot of that, thank goodness.

31,717. Do the tenants in any case carry out first class improvements?—Well, I am sorry to tell you that I do not remember the schedule now. You mean improvements as to drainage?

31,718. Improvements such as reclamation of waste land. You told us, I think, that there has been a great deal of reclamation of waste land?—Yes, a good deal has been done.

31,719. Have they taken the precaution of obtaining the landlords' consent?—I do not believe they have.

31,720. Were they aware that it was necessary?—I really could not answer that question. I do not know. When did this Act come into force?

31,721. In 1883?—That is ten years ago.

31,722. Ten or eleven?—I dare say it was done, some of it before the Act came into force, and some after.

31,723. Do you know any cases where farmers have been reclaiming their lands and leaving their farms afterwards?—No, I refer to cases where the tenant is still in occupation.

31,724. How would it be when those farmers left their farms; do you think they would make a claim?—Well, that is just what I want to get—a self-acting, nice, easy custom that would give it them. They have always got the old picture before their eyes of one man at the head of a cow and another at the tail, and the bewigged man drawing down the milk into his own pail. They have always that picture before their eyes, and they would suffer loss rather than set the Act in motion. We must tell the truth, too. In a great many cases—indeed in the great majority of cases—they could not claim at all. A great many of our farmers leave now because their farming has been, as a rule, such that they could not claim anything under the Act.

Mr. *Richard Jones*—continued.

31,725. Under the Glamorganshire custom, of course, they could?—Yes.

31,726. Do you think it would be well if there was a custom like the Glamorganshire custom in this county?—Yes, I know it would be a great encouragement to good farming. I believe we have got wonderfully good farmers here already, and, if they only had a little encouragement, I I believe we should be second to no county in the kingdom. I really believe it. There is great ambition to be good farmers amongst the farmers here—a great ambition.

31,727. You think there would be no necessity for an Act if there was a good custom?—A good custom is better than all the Acts.

Sir *John Llewelyn.*

31,728. You are aware that the Glamorganshire custom was adopted by mutual freedom of action amongst the landlords and tenants?—Yes, but it grew up to be a universal custom.

31,729. Yes, and I believe a universal custom universally liked. It was done without an Act of Parliament, but it was done by mutual concessions between landlord and tenant?—Quite so.

Mr. *Richard Jones.*

31,730. With respect to drainage, who carries out the drainage done on the farm; is it the landlord or the tenant, as a rule?—It is very little draining that has occurred. As a rule the land does not want draining.

31,731. As a rule, I mean?—I do not know who would do it in cases where the land required draining very much.

31,732. That is worthless land that would not pay for draining at present prices?—I have drained a good deal myself, and I have had it to pay on my own land.

31,733. Did the landlord supply the pipes?—I did not use pipes. I am an owner and not a tenant farmer. There is very little draining I have observed all my lifetime—very little draining in this north-west of Pembrokeshire. In a great many instances where it was done it was done by the landlord. If it is done to any great extent of course it is done by the landlord, but in the case of little corners of fields, and little things of that sort, possibly it has been done sometimes by the tenants.

31,734. But, of course, if land does not pay to drain, it would not pay any other how?—No, if it requires draining, certainly not.

31,735. In cases where a tenant has been draining, do you know of any compensation being paid?—Well, I really do not know of any instances where the tenant drained and had to leave. I do not remember any.

31,736. We have had hard cases?—I daresay you have, but, personally, I cannot recollect, at present. There might be bad cases here, but I really do not remember any myself.

31,737. Then you say that farmers' children, as a rule, stay at home because their prospects of

Mr. *Richard Jones*—continued.

remuneration are better?—Yes, as a rule. Of course, there is no rule without an exception. I think for a young man to stop at home on his farm without prospect of remuneration would be very wrong of the farmer and of the son.

31,738. It has been repeatedly told us that farmers have kept their children at home and had the benefit of their labour because they could not afford to pay the rent and have hired labour?—My opinion is this, that the sooner those are out of farming the better for them and their children and for all concerned. That is my opinion.

31,739. You will admit this, of course, that it is a bad time for a farmer to sell?—Of course, I do not mean this year, but, as a rule, in cases where that sort of thing is carried on from year to year. This year, of course, and these bad years farmers are glad to get assistance from any source whatever, but I am speaking now not of a thing of to-day or yesterday, or this year or last year, but as a rule for a long course of years.

31,740. You seem to be a man of experience. In your opinion is the present depression temporary or permanent?—Well, I think it removable, myself.

31,741. But will you say it is so without applying that remedy of yours that you suggested?—Well, I do not believe it is permanent myself. The least thing would alter the face of everything.

31,742. Perhaps, inasmuch as you say it is temporary, you would not go so far as to suggest that remedy of yours?—Yes, I would certainly go in for that as a simple matter of justice between man and man, and simply as a sound business matter, leave alone anything else.

31,743. How would the labourer fare, supposing that we had a protective duty?—I do not like the words "protective duty," unless you use the word "protective" as against "injustice." If you use the word "protective" in that sense, I like it.

31,744. I am simply taking the common formula?—It is not in that light I look upon it. What I say is this. Why should farmers pay towards our own revenue and the foreigners' revenue.

31,745. Just answer my question, please. How would the labourer fare under protection?—I believe the agricultural labourer throughout the country would fare infinitely better than he does at present.

31,746. Would you kindly explain that?—Because there would be more demand for his labour, and better pay then, of course, would follow.

31,747. I suppose you know that we had protection before the year 1846?—Yes.

31,748. What was the condition of the labourer then: was it as good then as it is now?—No, not near so good.

31,749. Can you explain why?—Well, I will do my best. You must take into account the great development of steam to begin with, and the great discovery of gold; that had a lot to do with it, although now the financiers with this mono-metallism have been able to control the gold, or else there is plenty of gold and silver to be had. There is the great development of steam, and the great development of works; that of course comes in, in due course after the development of steam. In those days in Glamorganshire they would have a couple of women at a windlass getting up the coal; now they get it up at the rate of thousands of tons a day, which gives a great demand all round for labour.

31,750. What has been the cause of the development of steam and the development of works?—If I understand the question—you ask me, what is the cause—I say, why, the enlightenment of mankind, I should think. It is people getting more enlightenment, is it not? You ask the cause of the development of steam. It is the discoveries of science, and so on.

31,751. The development of works, you say, too?—Yes, that follows.

31,752. Has free trade anything to do with that?—Certainly not. It is the same in other countries. Every country in Europe that has not adopted this free trade has made more progress than we have in proportion to what we were at that time, since 1840, say. When was the great change?

31,753. 1846?—Well, from 1846 to this day almost every country in Europe has increased its trade more than we have in proportion to what it was then.

31,754. Are you prepared to supply the Commission with figures?—Oh, no.

31,755. That is a general statement?—Well, I have got them at home.

31,756. We want them here?—I never thought of bringing them here; but would not you see it in one of these almanacks; it is there, I believe. I do not mean the common almanacks. I believe Whitaker's Almanack or the Statistical Almanack, or any of those; I am not sure where I have seen it.

31,757. You say few farmers migrate into other counties?—Yes, very few.

31,758. Are you in an English or a Welsh neighbourhood?—A Welsh neighbourhood.

31,759. Do you find that the Welsh are more attached to their homes than English farmers?—Well, I think they are as a rule.

31,760. Do you think they would do better if they were to migrate?—Well, a few of them have migrated. I do not know whether they have done better or worse; some, I believe, have done better, and some have done worse.

31,761. Where do they go to generally?—The few that have left us, I believe, have gone on to Worcestershire or Herefordshire, very few; but those are, in fact, after all from the English parts, only they had come up here. I do not know any what you may call true-born Welshmen that have gone there. I do not remember now anyone of them.

31,762. What is the result on the question of rents. Do you think that affects the question of rents?—You would require a very great migration before you would affect it, a very much larger migration indeed, because there are always

Mr. *Richard Jones*—continued.

plenty to jump into their places. We were talking of a ladder just now, as soon as one rung is left, another one steps up to it.

31,763. But still it weakens the competition, does it not?—Well, it is possible.

Sir *John Llewelyn.*

31,764. I have two questions handed up by Mr. Vincent. "You have said that in some cases "no compensation was given to outgoing tenants. "What was the nature of the improvement in "such cases?"—A little reclaiming of the land, good farming all through, and a little reclamation, repairing old fences and building new ones, and that sort of thing.

31,765. "Have not the increase of travelling "facilities, and the improvement of agricultural implements, increased the depopulation "of the country?"—They have, yes.

Mr. *Grove.*

31,766. What amount of land do you farm. I do not think you gave us that?—My farm is altogether about 300 acres.

31,767. And the part that you rent, how much is that?—I sublet somewhere about 50 acres to my workmen and small neighbours about there.

31,768. That is out of your own freehold?—Yes.

31,769. But you are a tenant farmer of another farm?—Oh, no.

31,770. It is all your own freehold?—Yes.

The witness withdrew.

Mr. William Evans called and examined.

Sir *John Llewelyn.*

31,771. Are you Mr. William Evans, of Charles Court, Letterston?—I am.

31,772. Are you a farmer?—I am a small tenant farmer, and I wanted to let you know this. I have been away from this place 20 years. I have been in the merchant service, and in Her Majesty's service in India and China. I am now a small tenant farmer in this place.

31,773. For how long have you been a tenant farmer?—14 years.

31,774. The last 14 years?—Yes.

31,775. You desire to give evidence before the Commission with regard to the enclosure of common land, I believe; is that so?—That is one part.

31,776. Would you kindly give us what information you think will be of service?—When I went away from here as a boy all the common land was open.

Mr. *Grove.*

31,777. How long is that ago?—That was in 1854. I was born in this village. All of us inhabitants of the village used to have our clay from a moor due south from here or south-east, as far as I can guess, 1,100 or 1,200 yards distant. We burnt clay for our fires, and we all had our clay from it at 5*d.* a load. After I came back all the commons were closed up. This moor is now divided between seven—three freeholders and four tenants (I mean by freeholders people living at their places), and the clay is all enclosed in by the Enclosure Acts of 1861 or some other date. Now they left out three acres for the poor or the people of my class, and there was only clay in one acre, and that was exhausted. There is one down here on the said moor I mentioned, due south from here about 1,600 yards at a guess; that is nothing but a bank of rubbish; there is no clay in it. There is another on Waun Swil, over to the north, about a mile from here. That was allotted out; there is no clay in that. My statement was to this point, to ask now if there is any possibility for us to get those two exchanged for where the clay is in this said moor down here now, where we used to have it in former days; because whoever enclosed the common up (I suppose it was under some Commission or other), did quite wrong in enclosing the two acres where there is no clay at all.

Mr. *Grove*—continued.

Sir *John Llewelyn.*

31,778. Are you aware what power was exercised in the enclosure of the Commons?—I am sorry to say I cannot say that.

31,779. I am afraid this Commission cannot override the Act of Parliament, or an enclosure under the Act?—I am sorry I cannot tell you that.

31,780. I am very glad to have your information, but as a matter of law I am afraid that this Commission has no power to override an Act of Parliament?—I really thought they might be under a mistake, and that it could be remedied. If you ask me for a biscuit and I gave you a stone it is not good to you. There is no clay at all in the other two acres, and there is plenty in the moor.

31,781. I am afraid the hour of protesting has gone by in your absence. Did you wish to state anything further—is there anything else you wish to tell us?—No, nothing particular.

Mr. *Grove.*

31,782. Was there any public inquiry made when this was enclosed, so that the people living in the district might go before the Commission and explain their position?—From what I have heard there was a notice up in the Harp Inn, near to this place; after I came

Mr. *Grove*—continued.

home I heard that, and all them that were against enclosing were to appear and those for it were to appear. Two persons were against it, one was ill at the time, the last time, and one did. That was Mr. Simmonds, of Skyber, as far as I have heard.

31,783. Possibly these Commissioners were not quite acquainted with the exact facts of the case ?—I should think so.

31,784. But it was done under a proper Act of Parliament as far as you know ?—As far as I know.

31,785. Was any part of this land on this common reserved for recreation purposes ?—I heard it was.

31,786. And does it still exist; is there a part of that common still existing ?—A portion of it, which was all open when I went away.

31,787. It was all open then, but when they enclosed and apportioned it to certain individuals, people whose land abutted on it, and so on, there was a certain portion reserved for recreation purposes for the children of the village to go on and play and so on ?—I understand there was.

31,788. Is that kept to-day for that same purpose ?—A portion of it, I believe.

31,789. A portion ?—Yes.

31,790. What has become of the other portion ?—I cannot tell. The map would tell. I do not know exactly for a correct statement.

Mr. *Grove*—continued.

31,791. Then as far as you know the recreation ground to-day is much less than it was when it was put down 40 years ago, for that purpose ?—Yes, indeed.

31,792. And you do not know who it is that has taken off that portion that was intended to remain for recreation purposes ?—Oh, I have been playing all round here before this school was built. This was recreation ground in my time.

Professor *Rhŷs.*

31,793. This schoolroom is on part of it ?—Exactly on this very ground. This was begun in 1852 or 1853.

31,794. Are there any other buildings on part of it, as far as you know ?—I do not know exactly the position of it, and therefore I cannot speak of it as evidence.

Mr. *Grove.*

31,795. It was not fenced out as a recreation ground when it was reserved ?—I do not know. I was in the East Indies then.

Sir *John Llewelyn.*

31,796. Is there any other statement that you would like to make ?—No, nothing important.

The witness withdrew.

Mr. John Morgan called and examined.

Mr. *Brynmor Jones.*

31,797. You reside at Ty Mawr, Ambleston, in this county ?—Yes.

31,798. You wish to give a statement and to give evidence in regard to two cases before us ?—Yes.

31,799. The first case is on behalf of your father, David Morgan ?—Yes.

31,800. Where does he now live ?—He lives at Ty Mawr, Ambleston.

31,801. Where did he previously live ?—On a small holding about a mile from this village, belonging to the late Mr. Lewis Mathias, Lamphey Court estate.

31,802. What was the name of the holding ?—Rhysteny.

31,803. What was the acreage ?—About 30 acres.

31,804. What was the rental ?—30*l.*

31,805. Can you tell us about when he entered on that holding ?—He held it for a period of about 24 years up to 12 years ago.

31,806. That would be 1882 ?—Yes, up to that date.

31,807. And 24 years before 1882 he went into Rhysteny ?—Yes, something like that.

31,808. How did the tenancy determine ?—From year to year.

31,809. It was a year to year tenancy, but who put an end to it ?—I expect it was by private treaty between the landlord and the tenant.

31,810. Who put at end to it ?—The present landlord.

Mr. *Brynmor Jones*—continued.

31,811. What is his name ?—Charles Mathias, Esq., the present landlord of the estate.

31,812. Do you wish to tell the Commission anything about the nature of the land ?—Well, it was of medium quality. There was about eight acres waste marshy ground, which my father drained entirely at his own expense, except about 2½ acres. He was allowed for one half acre of those 2½ acres for which he had to pay 1*l.* extra in rent, 31*l.*

31,813. Your father drained about six out of eight acres ?—Yes.

31,814. Can you tell me when he began the drainage work ?—Soon after he took the holding, I believe.

31,815. When did he finish it ?—Well, he did a little at a time; I should say about eight or ten years before he left, something like that; I am not certain.

31,816. As I understand it, Mr. Mathias gave him notice to quit ?—Yes.

31,817. And he went out ?—Yes.

31,818. Was he paid any compensation ?—Nothing whatever, with the exception of this half acre that I have spoken about.

31,819. Was anything added to the rent in respect of the drainage work done by the landlord ?—To the present tenant.

31,820. Not to your father ?—I believe the rent has been risen now to the present tenant.

Mr. *Brynmor Jones*—continued.

31,821. Was there any complaint that your father had with regard to any other matter; game, for instance?—Well, during the first 10 or 12 years the rabbits were doing very much damage to the crops and pasture. I do not think it was for the preserving of game, but more owing to neglect on the part of the landlord.

31,822. Have you any other observations in reference to that case?—I wish to say this in justice to Mr. Lewis Mathias, the first landlord, that although he rented his small farms rather high, he was not bad for turning his tenants out.

772. 31,823. What is the other case that you are going to give evidence about?—On behalf of my brother-in-law, William Carey George.

31,824. Let us have the particulars first. What is the name of the holding?—Penfeidir.

31,825. In what parish?—In the parish of Ambleston.

31,826. What was the acreage?—65 acres.

31,827. What was the rent?—50*l.*

31,828. When did the tenancy commence?—September 29th, 1887.

31,829. When did it end?—September 29th, 1893.

31,830. A tenancy from year to year, I presume?—Yes, according to the agreement, but not at the taking. The agreement I can produce.

31,831. Who gave notice to quit?—The landlord.

31,832. What are the special circumstances connected with the case?—With your permission, I will read my statement.

31,833. Yes, if you please?—When the farm was taken, the incoming tenant had the option of a lease for 21 years or from year to year. The landowner to erect suitable buildings, and the tenant to pay 50*l.* rent exclusive of rates and tithes. Shortly after entering on the tenancy, the new tenant was requested to sign an agreement, which was from year to year, the option of a lease having been withdrawn, and no mention of building. The tenant refused to sign this paper, being considered too stringent, and requiring too much of the tenant—one clause being, in effect, that he was to clear and bring under cultivation so many acres of mountain land, of which there were 25 acres out of the 65.

Mr. *Griffiths.*

31,834. May I ask if you have a copy of the agreement?—Yes (*handing same*). I wish to say about this mountain land that it had been under cultivation, but it had been left to run waste. Now it was required of him to reclaim it. It was covered with furze. A second paper was prepared similar to the first, but not signed. The third was prepared which the tenant did sign, after being served with a notice to quit; in fact, it was an alternative of signing or leaving. Agreement produced for which he had to pay 2*l.* 10*s.*

Mr. *Brynmor Jones.*

31,835. How do you mean, to whom did he pay the 2*l.* 10*s.*?—To the lawyer, I expect. The landlord was requested to stand in half, but he would not do it. The tenant cleared and brought under cultivation on an average two acres against every year, according to agreement, at a great deal of expense, but was served with a six months' notice to leave, according to the same paper, without receiving any compensation for his labour. The landowner, instead of erecting suitable buildings, covered the existing ones with corrugated iron, which were altogether too small, too low, and badly ventilated for the requirements of farming the place and the proper housing of cattle. The dwelling-house was left as it was, with the exception of a new door, and a lean-to roof rebuilt to serve as a dairy, but there was practically no barn for the first four years, but was afterwards rebuilt and covered with slates, the tenant having to do the carriage of materials for nothing. I wish to give an explanation as to practically there being no barn. There was a building there, but it was totally unfit for the purpose for which it was intended. It was covered with thatch, the rain coming in through the roof and flowing out at the door.

31,836. Why did the tenant receive notice to quit in this case?—Well, I cannot assign any reason. He has been requested to give a reason, but he has refused every time.

31,837. You mean the landlord has been requested to give a reason for serving this notice to quit?—Yes.

31,838. Has politics, or has religion, or views in regard to any economic question, or any other question anything to do with the matter?—Well, I do not know of any reason, but there is a talk in the neighbourhood on that point which I wished to avoid, but I suppose I had better give the evidence now. I am not prepared to substantiate my evidence by any witnesses, because I cannot do it. A paper was brought round about two days before the serving of the notice in the form of a petition to oppose the passing of the Suspensory Bill, which my brother-in-law refused to sign. I cannot assign it to any other reason. Afterwards the landlord was requested to clear himself, and he would not do it.

31,839. But had there been no dispute between your brother-in-law, Mr. George, and his landlord before that?—Nothing of any importance, if there was any; I am not sure that there was any.

Mr. *Seebohm.*

31,840. You have not told us who the landlord was?—The Rev. Peter Phelps.

Mr. *Brynmor Jones.*

31,841. He is rector of the parish of Ambleston, is he?—Yes.

31,842. Why does not your brother-in-law come forward?—Well, there are a great many of people that are afraid of putting in an appear-

Mr. *Brynmor Jones*—continued.

ance. I suppose a great many—I would not say him because he exposes his name, but a great many are afraid to come forward, fearing that it will go against them in taking places sometime again.

31,843. You know your brother-in-law well, do you?—Oh, yes.

31,844. And with regard to these circumstances, you are speaking of your own knowledge, as it were?—Oh, yes, certainly.

31,845. Do you mean to say that this notice to quit came as a surprise to your brother-in-law?—Not exactly, after refusing to sign the paper; I must say that; but if it was not for that it would come as a surprise.

31,846. Previous to the request to your brother-in-law to sign some paper or petition, there had been nothing said or done on the part of the landlord which induced your brother-in-law to expect a notice to quit?—Nothing to violate that agreement.

31,847. But he had signed this agreement, as I understand it?—Oh, yes; in about two years, that is, the third of course, in about two years after he entered on the tenancy.

31,848. Let us see the dates of these things. When did he enter on the tenancy?—September 29th, 1887.

31,849. He entered?—He entered.

31,850. This agreement that I hold in my hand, that he did sign, is dated Fifteenth day of March One thousand eight hundred and ninety?—Yes.

31,851. Then having signed this agreement, nothing takes place until the autumn of last year really?—No.

31,852. I think you said last year, 1893?—Yes, 1893.

31,853. Do you wish to give any general evidence apart from the two cases you have submitted to us?—Nothing different to what has been already stated.

31,854. You agree in substance with the evidence given by the first witness, Mr. Jenkins?—Yes.

Mr. *Griffiths.*

31,855. In the case of the first tenant you spoke of, David Morgan, why was the tenancy there put an end to?—He wanted to raise the rent, for one thing, and bind him not to plough up so much ground, and the amount of ground that he was ploughing up for corn every year was about eight acres; when he was ploughing up the fresh field he was laying out a 4-acre field under seed.

31,856. What is the rent now?—I do not know.

31,857. What was the rent then?—31*l.* when my father left; 30*l.* when he took it.

31,858. How many years did he live there?—24 years—somewhere about 24 years.

31,859. What was the advance in rent?—1*l.* for these two acres of ground that the landlord drained.

31,860. And he left because he would not pay that 1*l.*?—No, he paid it for several years. He

Mr. *Griffiths*—continued.

was served with a notice because the landlord wanted to raise the rent, I suppose, and to issue an agreement for him to sign.

31,861. And he would sooner leave than do that?—Yes.

31,862. Did he leave in the late Mr. Mathias' lifetime or under the present one?—Under the present one. I do not think the late Mr. Lewis Mathias, the first landlord, would send him away. I know families—in fact, my grandfather and grandmother lived under him for a whole lifetime.

31,863. Has he any farms unlet in this neighbourhood besides—vacant, I mean?—Not that I am aware of.

31,864. Are they considered to be rented high or low?—Well, rather high.

31,865. Had he done much improvements upon this farm, do you know?—Yes, a great deal. It had been run out to a certain extent before he went there, and then this draining.

31,866. He had nothing for the draining?—Nothing whatever, except for one half acre; he was compensated for about half an acre.

31,867. He was not allowed any pipes?—They were not pipes; filling with stones to the depth of about 18 inches or so.

31,868. That is better still. You do not know what amount he expended in doing the drains?—No, I do not.

31,869. With regard to this other place you mentioned, was the rent of this place low when it was taken?—No.

31,870. According to that agreement he was bound down to clean the land. Did he do anything of the kind?—There was practically no cleaning when he left.

31,871. No cleaning done?—No cleaning. All had been brought under cultivation.

31,872. But according to the agreement he was compelled to clean the land?—That is the second case.

31,873. That is the case I meant. I had left the first?—I beg your pardon.

31,874. In the second case where you produced the lease, according to the lease the tenant is bound to clean some land and bring it into cultivation?—Yes, something like two acres every year.

31,875. Was anything of that done?—Yes, I believe if it was measured there were two acres brought in under cultivation every year—against every year of tenancy since the signing of that agreement.

31,876. In which way was this reclaimed; did you breast, plough, and burn, or what did you do?—No, what they call stoking it—furze.

31,877. What per acre did it cost to stoke the furze?—I could not say that; I could not tell.

31,878. Did he do it for more than one year?—Oh, yes.

31,879. He did the whole of it?—No, he did little by little. I should say since the issue of that agreement, about four years, he has done somewhere about eight acres.

31,880. You know of no other reason why he had notice to quit?—None whatever.

Mr. *Griffiths.*

It is a very hard case.

Mr. *Seebohm.*

31,881. Have you any knowledge whether this is an isolated instance or at all a general one?—Oh, I believe this case is an isolated instance.

31,882. You said, I think, that you thought that there were many persons who were afraid of coming and giving evidence here to-day?—In that respect I think it does not stand by itself. I know the people's feelings; several of them have spoken to me personally.

31,883. Would you describe those feelings as the desire to remain on good terms with their neighbours, or landlords, or whatever it might be, or would you say that they were actually in fear of some damage to come to them afterwards if they did?—Well, some of them are under very good landlords. I know some of them received 25 per cent. abatement this year. Those were farmers—are farmers rather—whose land is moderate in price at present.

31,884. And they would be the least likely to come here and give evidence?—Yes.

31,885. For fear of disturbing the good relations which exist?—Yes.

31,886. In the case of the others, who might feel that there was some evidence that they would like to give, do you think they are deterred from giving it by fear?—I believe so; I mean generally speaking.

Professor *Rhŷs.*

31,887. Where is your present farm?—In the second case?

31,888. The farm you hold now?—I do not hold a farm. I give evidence on behalf of my brother-in-law.

31,889. Where is his farm?—He lives now in the village of Ambleston.

31,890. Is that on the Welsh or the English side?—On the Welsh side.

31,891. Do you talk Welsh?—Yes.

31,892. Where is the boundary there—where is the nearest English part to Ambleston?—I should think about three miles.

31,893. What is it called?—Spittal, and Clarbeston Road in another direction.

31,894. What sort of cottages have you in that part? Have you noticed the cottages at all?—Rather small; rather poor, too.

31,895. Have you known any lately built; are they also very bad?—I cannot mention a case now, but those that have been built lately, are not so bad as those that have been in existence years ago.

31,896. What are the old ones like—one room?—One room divided, as has already been stated, by the furniture as a general rule.

31,897. No privies or anything of that sort belonging to them?—No.

31,898. Have you any idea what the rent would be of that sort of cottage?—I could not say exactly; I should think about from 30*s.* up to 3*l.*

31,899. Do you think the wretched nature of these cottages has been part of the inducement driving labourers away to the towns and elsewhere; if they had had better cottages do you think they would have remained more on the land?—No, not by itself; I believe scarcity of labour has more to do with it—scarcity of work I mean.

31,900. There are enough labourers left to do all the work that is wanted?—Yes.

31,901. Or at least all the work that the farmers are willing to pay for?—Yes, the farmers cannot afford to pay for labour.

Mr. *Brynmor Jones.*

31,902. There are some questions handed up by Mr. Vincent:—"With regard to your second "case, who brought the petition round?"—I believe one of Mr. Phelps' tenants was one, if not the only one; I am not quite certain about it—Mr. Ford, living on a neighbouring farm.

31,903. He is one of Mr. Phelps' tenants?—Yes.

31,904. "Who told you what you have been "good enough to inform the Commission "about?"—My brother-in-law and from what I know myself personally.

31,905. You live in this village, do you?—Yes. I may as well say I have been assisting my father on and off for the last six or seven years.

31,906. What is your father?—My father is a farmer—a small farmer, he occupies Ty Mawr, Ambleston.

31,907. Another question by Mr. Vincent: "If your brother-in-law was turned out by "Mr. Phelps, why should he now be afraid of "Mr. Phelps; what more could Mr. Phelps do "to him?"—Well, I do not suppose he has quite understood that; he is afraid perhaps to give evidence himself, or he is cowed down—all the courage has been taken out of him. I have nothing more to say than that.

31,908. Was his turning away from the farm a loss to him?—Well, I should say so.

Mr. *Seebohm.*

31,909. Has he really left the farm or only had notice to quit?—He has left the farm since last September.

Mr. *Brynmor Jones.*

31,910. Was he a married man?—Yes, with three children—a wife and three children.

31,911. Is there anything you would like to add?—Nothing besides. On the heads of inquiry I may be able to supplement a little bit of my statement.

31,912. On any specific point that occurs to you, we shall be glad to listen to you?—As

Mr. *Brynmor Jones*—continued.

regards the tenant farmers, their wives, and their children taking part in the manual labour of the farms.

31,913. I think you said you agreed with what Mr. Jenkins has said about that?—Oh, yes, but I personally have taken part till I was 17½ years of age, when I was put to a trade, and my brother took my place at home.

31,914. You never got any wages for that?—Nothing but my board and keep.

31,915. Do you think that the work you had to do on the farm interfered with your education and opportunity for self improvement?—Very much so. In the days when attendance at school was not so strict as it is now, I lost considerably in my attendance in this very place.

31,916. Do you have much conversation with farmers about the existing law and the existing state of things?—Some, not very much. It mostly crops up in ordinary conversation.

31,917. You heard what Mr. Jenkins said about a desire for security of tenure: You have heard that discussed?—Yes.

31,918. I am not asking about the particular views, but do farmers actually discuss it amongst themselves?—They do.

Professor *Rhŷs.*

31,919. We heard yesterday, I think it was, a complaint that boys are too much educated nowadays. You do not know anything of that sort?—No.

31,920. That they were too highly educated to go to work and be useful on the farm?—No, I do not.

31,921. You do not take that complaint seriously? You do not think it applies to this district?—No.

31,922. That is not the feeling in the Welsh part of Pembrokeshire?—Not to my knowledge.

31,923. You would think the reverse was the case?—I should say so.

31,924. Do they usually know enough arithmetic to do their business—to calculate the small sums they have to do in connexion with farming for instance?—Well, I believe they do now these later years.

31,925. But they are not over educated?—No, I do not think they are.

Mr. *Seebohm.*

31,926. Is there any alteration that you can suggest in the style of education?—No.

31,927. Is it too bookish and too little technical or anything of that kind?—Well, it may be in some cases. It might be brought to be more practical perhaps, if that is what you mean.

Professor *Rhŷs.*

31,928. You would consider that a certain amount of arithmetic was very necessary, would you not?—Yes, certainly I do.

31,929. I found in country districts when I was Inspector of Schools that it was a great difficulty to get boys to learn enough arithmetic, or to such an extent that they kept it up afterwards. Is not that rather the difficulty in country districts like this?—Well, I suppose it has been, anyhow, if not now.

31,930. And then you would consider it necessary that they should be taught English, would you not?—Oh, yes.

Mr. *Griffiths.*

31,931. Has this landlord any more farms in your neighbourhood?—Oh, yes, he has several small farms.

31,932. Did those tenants sign this petition?—I do not know.

31,933. They have not left?—No.

31,934. And neither have they had notice?—Not to my knowledge.

31,935. Whatever induced your brother-in-law to sign such an agreement as this?—Well, he had put some of his labour in already, and he was persuaded by neighbours that the landlord would be an honourable man, and that he would not turn him off—he would not bind him down so tight as the agreement binds him down.

31,936. The agreement actually contains this clause: "The tenant will in the course of the "current year lay down in pasture the field numbered 31 in the schedule, and will in each year "of the tenancy, except the current year, clean "and bring into cultivation at least two acres of "the field numbered 33 in the schedule, without "being entitled to any compensation for such "cleaning and cultivation, under the Agricultural "Holdings (England) Act, 1883, or otherwise, it "being agreed that the expense and labour to "be thereby incurred by the tenant has been "taken into consideration, and allowed for in "the amount of rent agreed to be paid for the "said premises." So he cannot grumble at that, but all he can grumble at is that he was obliged to leave the place after he had done it?—That is the part which he does grumble most at.

31,937. Then do you consider that there should be more security to tenants for the labour that they expend on the land?—I do.

31,938. Do you say it would be well to have some place to appeal to—some one, or two, or three persons?—Yes.

The witness withdrew.

Mr. John Francis called and examined.

Sir *John Llewelyn.*

31,939. You are Mr. John Francis, of Carmarthen?—Yes.

31,940. You are agent for estates in the districts of Morvil, Pontvane, Puncheston, Nevern, and Llanychllwyddog, all in this county?—Yes.

Sir *John Llewelyn*—continued.

31,941. The total acreage of which is 3,117 acres. Is that correct?—That is right.

31,942. You wish to speak with regard to ownership?—Yes.

31,943. Would you give the Commission the benefit of your experience? First of all, with regard to ownership, what is your opinion as to its effects on cultivation with regard to unencumbered estates?—I think the unencumbered estates are the best estates for the tenant in every way.

31,944. What is your opinion where a mortgage exists?—That it cripples the landlord, and he is unable to expend money on the land that he should expend.

31,945. Are the agents usually practical men?—Yes.

31,946. Trained men?—Yes, usually on the larger estates.

31,947. What amount of training is usual?—The agents in this and the adjoining counties of the large estates have had very good office and college training, I believe—several of them. There may be some smaller agents who have not had experience of that sort.

31,948. As to occupation, what is the date of entry?—Michaelmas.

31,949. Do we understand by your answer, Michaelmas, that the notice is a twelve months' notice usually, or a six months' notice?—They vary—twelve months and six months. Some will have it at six months, and some at 12 months—usually twelve months.

31,950. It does not follow then that because you state that the date of entry is one particular period of the year that the six months' notice is not common?—No.

31,951. What is the tenure of land, yearly or on lease?—On this estate it is about even, leases and yearly.

31,952. There are leases?—Oh, yes, several leases.

31,953. Can you give us any particulars about them—how long they are for?—Twenty-one years mostly, and some for lives. I may tell you that these leases were in existence before I had anything to do with the estate.

31,954. Is there any demand for them now?—No, not so much.

31,955. Do you consider that the condition of the leaseholders is superior or not to that of the tenants from year to year?—I think that those tenants from year to year on this estate are superior a long way.

31,956. What do you mean by this estate?—The estates I am speaking of with which I am more intimately connected.

31,957. Are changes of tenancy frequent?—No.

31,958. Do you know of any case of hardship?—No, not one.

31,959. On the resumption of occupation by a tenant, is there any compensation given?—No, there is no compensation.

31,960. Is there any damage paid for timber cutting?—Yes.

31,961. By whom?—By the landlord.

Sir *John Llewelyn*—continued.

31,962. He makes the arrangement, I suppose, with the purchaser of the timber?—Yes.

31,963. And the compensation is paid by the landlord, and not by the timber merchant?—Yes, by the landlord, not by the timber merchant.

31,964. Are written agreements entered into between the landlord and the tenant?—Yes, written agreements.

31,965. Can you produce such an agreement?—Yes, I will.

31,966. Are your agreements uniform over the different estates you represent?—The same agreement.

31,967. They are written agreements?—They are written agreements.

31,968. Are there any clauses that are considered oppressive?—I do not know whether they are considered oppressive; they guard the farm from being badly treated when a tenant leaves, if he is inclined to do so, but I have never seen any difficulty with regard to them.

31,969. Do you consider that has a good effect or otherwise on the cultivation?—I think it has a very good effect.

31,970. You say the penalising clauses are not adhered to?—No, they are not.

31,971. Are copies of the agreements given?—Yes.

31,972. They are given; the tenants never have to pay for them on the estates under your management?—No.

31,973. How are the rents fixed?—By mutual arrangement; on this particular estate I am talking of; it has never altered, always the same.

31,974. It is fixed on the gross sum, or per acre?—Calculated both ways.

31,975. Do you consider it is uniform or otherwise?—Fairly uniform; there may be a little difference in some farms.

31,976. Are the rents of the tenantry smaller or higher in proportion?—I am inclined to think they are a little higher.

31,977. Can you give the reason for it?—I think the reason is that on the larger farms they have to pay a great deal for labour, and on the large farms the farmer has plenty of work to superintend and go to market and other places whereas on the small farms the farmer does as much work himself as the labourer.

31,978. Any other reason; is there greater competition?—There is greater competition.

31,979. Does the landlord take into consideration the larger proportion of buildings in regard to the number of acres in fixing the rent?—No, I do not know of any such instance.

31,980. As a matter of fact, you do think that the smaller tenants pay a higher rent than the larger ones in proportion to the acreage?—Yes, I do.

31,981. Will you give us an approximate average of the rents paid in this district?—It would be about 12*s.* to 13*s.* an acre; from 5*s.* on the estates I referred to to 18*s.*, I believe it is, of the different farms.

31,982. Are those quite the limits?—Yes, I believe they are quite the limits.

Sir *John Llewelyn*—continued.

31,983. Is there any right of pasturage in this district?—Yes, there is, but none belonging to the estates I have referred to.

31,984. Are there any services of tenure performed?—None whatever.

31,985. You say none whatever; may I ask whether it is so in respect of haulage?—Yes, the larger tenants do the haulage gratis, and the smaller tenants are paid for haulage.

31,986. You have experience beyond this county?—Yes.

31,987. Will you tell me whether that is common in Wales?—Yes, so far as I know.

31,988. On other estates with which you are concerned that is so?—Yes. Sometimes even the smaller tenants do it sooner than be without the buildings. That is the real fact of it.

31,989. What is the basis of rent?—It is sometimes on a valuation, and really in most of the cases I have to do with it has gone such a long time I could not go back far enough to see where it started from; the rents have continued in the same way, and it is generally a matter of negotiation with the tenant, and nothing further.

31,990. In accepting a new tenant, would you take into consideration the amount of capital he has got?—Yes, as far as possible.

31,991. Has arbitration ever been resorted to?—Not on the estate I am speaking of.

31,992. Have there been any abatements made in the rents?—Temporary allowances, no abatements, I mean not permanent reductions.

31,993. Would you specify any?—In 1888 there was 10 per cent., and then on to 1892, and in 1892 there was 15 per cent., and in 1893 there was 15 per cent.

31,994. What has been the principle upon which rents have varied?—The principle of fair rents.

31,995. Have they been raised or reduced at all within your knowledge?—Not to my knowledge.

31,996. It has remained the same?—It has remained the same.

31,997. I take it from you that there has been no variation?—No.

31,998. When is the rent paid—I mean how soon after it is due?—Between four and five months.

31,999. Give us your opinion as to a preferential claim for rent?—That is a very difficult question to answer; sometimes it is a protection to the tenant as well as to the landlord. I think if there was no preferential claim that invariably the landlord would have the rent paid in advance. I should think so.

32,000. Have the local rates increased?—Yes, slightly.

32,001. How much?—I am not quite prepared to tell you how much.

32,002. Who pays them, the tenant or the landlord?—The tenant, all except the income tax and chief rent.

32,003. The average size of farms varies very much?—Yes.

Sir *John Llewelyn*—continued.

32,004. Are they under 100 acres each?—Oh, yes, some as small as 16 or 17 acres.

32,005. Does the sub-letting of land prevail in this district?—Yes, a little. There is sub-letting of farms let on lease.

32,006. Has it a good or bad effect, do you think?—I think it has a bad effect.

32,007. Who suffers?—The smaller tenant.

32,008. The under tenant?—Yes, buildings and everything else.

32,009. I suppose it is never sub-let except at an increased rent?—No, I think not.

32,010. With regard to large and small farms, which should you say were more skilfully managed?—Taking them as a whole, I should say the larger farms.

32,011. As to provision for the families of the tenants, is that better upon larger or smaller farms?—Upon larger farms, I should say.

32,012. In the matter of cultivation, is labour pretty common or not?—It is scarcer than it was.

32,013. Is there any consequence of that?—I think the fences are not well kept.

32,014. Is there any land going out of cultivation?—Not in the parishes I am alluding to.

32,015. Any reclamation of land?—Not very much.

32,016. I think we have heard there is not very much here to be reclaimed?—No, not very much; what it appears could be reclaimed is very bad indeed; it is as bad as this, that there was an arrangement in one of the leases that the landlord would drain a large moor, and the tenant prefers his not doing it.

32,017. If there is any land laid down to permanent pasture, who does it?—The tenant.

32,018. Does not the landlord co-operate?—I do not know that it is laid down to permanent pasture in the sense it is considered in some parts of the country.

32,019. Do you agree with other witnesses we have had that there has been an increase in root crops and less fallowing?—Yes.

32,020. Has the price of corn increased or decreased?—Oh, decreased.

32,021. How much per cent.?—I should not like to answer straight off, but very considerably.

32,022. Then with regard to the improvements, what are the landlord's improvements?—Buildings mostly.

32,023. And the tenant's?—Well, general good farming. There are some very hardworking, good farmers in that district.

32,024. Can you give any details as to specific improvements?—The tenant does the gates and posts, the landlord giving timber. With regard to manures and seeds, the usual thing is there is nothing special done in that way.

32,025. Is there much co-operation?—No, not very much.

32,026. Is there any compensation to the tenant for his improvements?—I know of no case on that estate that the tenant has left.

32,027. If he remains on the farm he remains to enjoy the fruits of any improvement he has made?—Yes.

Sir *John Llewelyn*—continued.

32,028. But if he leaves?—If he leaves he would be paid compensation for anything he would be entitled to. There is nothing in the agreement entitling him to any compensation except what is in the Agricultural Holdings Act.

32,029. Are there any instances of contracting out of the Agricultural Holdings Act?—Yes. In answering that I do not know whether you mean the 1875 or the 1883 Act; none in 1883, but in 1875 there were.

32,030. You say there is no compensation by the agreement, but there is under the Agricultural Holdings Act. Do they ever obtain compensation under the Agricultural Holdings Act?—Very seldom.

32,031. Do you think that the Act is known?—Yes, it is known, but I believe that from the experience of those that have tried to get compensation, and what it has cost them, the people that would be entitled to get compensation would not attempt it.

32,032. Will you go so far as to say that the Act is a dead letter?—No, I would not go so far as that, because it often leads to a settlement before the matter goes too far. The machinery is too expensive.

32,033. Has there been any application for consent to specific improvements?—No, not that I am aware of.

32,034. What are the outgoing tenant's allowances?—The last crop is allowed to be either sold by auction or taken on valuation—manure and seeds are paid for.

32,035. Upon that I may ask, do you think auction is satisfactory?—Perhaps not as satisfactory as valuation; being a Michaelmas taking it is better than if it were in March.

32,036. Has there been any failure to obtain sufficient compensation?—No.

32,037. Is anything given for specific improvements?—The case has not arisen on that estate.

32,038. Is the tenant's right of disposal recognised?—No, not generally. If a tenant wishes to leave to go anywhere else I have never seen any difficulty.

32,039. Is game preserved?—Yes; not to any great extent. It is preserved.

32,040. Is the Ground Game Act taken advantage of?—Decidedly it is by the tenants.

32,041. Is any damage done by the game?—No, none whatever, not on the estate I am referring to.

32,042. Is beating expected of the tenants?—No, it never has been.

32,043. What should you say the effect of the game is on cultivation?—On this particular estate it has not injured it in any way.

32,044. What have you to say with regard to the mutual relations between landlord and tenant?—I think they are exceedingly good so far as the estates I am referring to are concerned.

32,045. On the labourers?—On the labourers too.

32,046. And the public?—Yes

32,047. With regard to education, and so on, has there been any attention paid to fruit growing?—No.

Sir *John Llewelyn*—continued.

32,048. Horticulture?—No.

32,049. Poultry?—No.

32,050. Bees?—No, not in this district.

32,051. Butter and cheese?—Yes. There is room for a great improvement here. The principle produce from the farm is butter and store stock, and I think it would be a great improvement if something could be done to put our butter on the same footing as the Irish butter in this district. There is no name or reputation for the butter in this district, and it is sent to the market, and it is bought about half the price of the Irish butter, and I think if butter were classed and there were some system of that sort adopted it would make a great difference in the district here.

32,052. We were just sampling the butter at our luncheon, and we were told that you got 1*s.* 2*d.* for it here on the spot. I believe they get a greater price in Bristol?—Yes, I quite agree, and I think it is a great pity that that butter was not sold in the district and classed in the district from which it came.

32,053. Do you think the district suffers from the want of a railway?—Very much, especially the district I am referring to. There is a railway being made, and it will be a great boon if it is completed.

32,054. Is there any co-operation and profit-sharing?—No.

32,055. Any combination?—No.

32,056. Any insurance?—Yes, a little, not to a great extent.

32,057. Is that the insurance of stock?—No, life insurance; the insurance of stock does not often take place.

32,058. With regard to friendly societies, are they used by the people generally?—Not very much in the district I am referring to.

32,059. Are there any freeholders here?—Yes.

32,060. Many?—These parishes happen to be nearly all owned by Mr. Arden, whom I am acting for; and the neighbouring parishes I do not know so well. I believe there are a few.

32,061. If so, are they freeholders who have inherited or bought their holdings?—I believe there are both, perhaps more that have bought.

32,062. Do you consider that the freeholders or the tenant farmers are the most prosperous?—I believe those who have bought; as a rule the tenant farmers are, especially when the bad times come; they can get a little assistance from the landlord, if not enough.

32,063. With regard to the children that remain upon the farms, are they paid wages?—I believe not.

32,064. Are they provided for in another way?—Yes, so far as the fathers' and mothers' means go to assist them when they get to riper years.

32,065. Without their assistance could rents be maintained?—That is a very difficult question to answer. I have known instances of two people living in adjoining farms with the same advantages in every way, and one man lives, and the other has to sell all he has in a few years.

Sir *John Llewelyn*—continued.

32,066. Are there many labourers?—Yes.

32,067. With regard to the working strength of the country, are there many paid labourers?—A few, not very many.

32,068. You say, I think, that they form about half the working strength?—Yes. I am talking of this estate. I am taking half the estate, and half is done by paid labour.

32,069. What is the other half done by?—By the farmer and his sons.

32,070. Where do the labourers live; on the farm premises or in cottages?—Some on farm premises and some in cottages; the married men would live in cottages.

32,071. What are the earnings of the labourers?—I should say about 12*s.* to 15*s.* a week. Taking it altogether, it would be 15*s.* a week, I should think.

32,072. What is the accommodation in farm houses for labourers?—In most cases in this particular neighbourhood I believe the men sleep in rooms over the stable or cowhouse, and the maid servants in the house. In some cases the men have rooms in the house as well.

32,073. Do they use the kitchen in the day time?—In the day time and evening.

32,074. Have the cottages been improved or otherwise?—Much improved on what they were 20 years ago.

32,075. Where are they situated?—Some on the farms and some in villages near.

32,076. Can you give us any opinion as to their condition?—Those that remain in that district are in fair condition, a few labourers have left, and the worst cottages have got dilapidated and gone down. I think they are in fair condition.

32,077. Have they any gardens attached to them?—Yes, every one.

32,078. And small holdings?—Several small holdings.

32,079. From whom do they rent the small holdings?—From the landlord on that estate. The small holdings are let from the landlord direct.

32,080. Has there been any migration of labourers?—Yes, slightly.

32,081. To where?—To Glamorganshire and other parts, where they get higher wages.

32,082. Do they keep accounts?—In a very small way, I believe.

32,083. When do you consider that the trade depression commenced?—In 1879, I think.

32,084. What do you consider to be the cause of the trade depression?—At that time I think the bad season had a great deal to do with it in 1879, bad prices and foreign competition.

32,085. Do you consider railway rates have had anything to do with it?—I really think they have a great deal to do with it in this part of the country.

32,086. And high wages?—And high wages too.

32,087. Do you consider that all parties in the State are affected by the trade depression?—Yes.

Sir *John Llewelyn*—continued.

32,088. What is your opinion with regard to general relations; are they friendly or otherwise?—Most friendly.

32,089. Can you give us any account of the expenditure on improvements?—Since 1888 there has been 2,069*l.* 7*s.* 4*d.* expended on that estate.

32,090. In five years?—Yes.

Mr. *Brynmor Jones.*

32,091. I think at the commencement of your evidence you referred to encumbrances on estates?—Yes.

32,092. I find in a very instructive article which appeared some time ago in the "Western Mail" about Pembrokeshire this statement: "I am assured that whole tracts of country in "these three counties" (Pembrokeshire being one of them) "are hampered beyond description, "because all the money is sent out of them to "pay interest on mortgages." Do you think that is substantially true?—I do not think so. I do not think it would go so far as that. I believe there is a great deal of money going away from the county for that purpose, but I do not think it is to that extent.

32,093. Are the bigger estates mortgaged to any great extent? Of course, it is not a thing I am asking in reference to individual estates, but I am asking your judgment and opinion as an experienced gentleman?—Some are and some are not.

32,094. Do you think there is any difference between this county and other counties in Wales and counties in England in that regard?—No. Counties in England I could not speak to, but so far as the three counties of Cardiganshire, Pembrokeshire, and Carmarthenshire are concerned, I do not think there is very much difference.

32,095. In regard to the purchase of their holdings by tenants, what is your opinion as to the success of that kind of transaction?—Well, I do not think it is a success, because the purchasers have to borrow so much money, as a rule, and pay 4 per cent. for it, and that cripples them.

32,096. I find from another article that the landlord said to the correspondent: "Why "should not the Government advance money to "enable the Welsh tenant to buy his own "holding? I have myself proposed to brother "landlords that we should sell land to tenants, "and leave two-thirds on mortgage at 3 per "cent., but present tenants who buy often "borrow at 4 and 5 per cent., while their rent "is only 2½." What do you say to that suggestion?—I should have thought it a good suggestion. If tenants could borrow money at 2½ per cent. to buy their holdings, they would get enough money to pay the amount that they require over the mortgage, and at 3½ they would be able to get very near the same rent as before.

32,097. Even in these bad times?—I do not think they would in a year like this last year.

Mr. *Brynmor Jones*—continued.

32,098. Supposing there is no general improvement to be looked for in agriculture—a general rise in prices for instance—would you in your experience think it a wise measure on the part of the Government to advance money to tenants on a considerable scale to buy their holdings?—I could not put it in that way, but I should think it would be a good thing for the tenant.

32,099. Supposing the Government should advance it at 3½, the Government gets a freehold security for it. Do you think a prudent tenant would be inclined to buy upon the terms of his paying one-third of the purchase money, and the Government advancing two-thirds at 3 per cent.?—Up to last year he would. Last year has had a very depressing effect on all tenants.

32,100. If there is no prospect of an improvement you could not advise the Government to enter upon a transaction of that kind?—No, not if you put it in that way.

32,101. To go one step further, it would be hardly prudent for the tenant to buy?—No, it would not be.

Mr. *Griffiths.*

32,102. How long have you been agent of this estate?—On this particular estate, five years. I have a small estate adjoining on which I have been over 20 years.

32,103. You consider it is better that compensation should be paid by the landlord than by the timber merchant?—Yes, I do.

32,104. This is the first instance we have had of anyone saying that. I think it is better?—I always do it.

32,105. This is the first instance brought before us where the landlord treats with the tenant. I think it is far more satisfactory?—I have had no trouble, and I have had scores of instances.

32,106. With regard to the haulage, it is not satisfactory you say. Do you not think it would be better if they were paid for their haulage done towards these buildings? If a tenant has to leave he always grumbles that he is not paid for the haulage?—I think he ought to be paid if he leaves his farm within a long number of years.

32,107. How long do you consider the period of exhaustion should be?—The only instance I had of that was on one large estate where they put it at a period of 20 years, and for the last year it is paid in full. It is on the 20 years' scale. If the last year he would be paid in full, and nothing if over 20 years.

32,108. Do you consider 15 per cent. is sufficient to meet this year's depression?—No, I do not.

32,109. There is no doubt tenants are glad to have it. It shows a good feeling. You do not think it meets the requirement?—No, some instances are worse than others.

32,110. It cannot continue?—No, I do not think it can.

32,111. What is your opinion about butter factories?—I think they are very good things if they could be worked, and if railways went near enough to all districts. I think the drawback at the St. Clear's factory is that people do not support it with their milk, and another thing is, that there is a little distance to bring it to the factory.

Mr. *Griffiths*—continued.

32,112. If we are to compete with the foreigners we must have better dairies and better factories; which is the better for the landlord, to support a butter factory, or go and build fresh dairies all over the country, because the dairies in most places are very inadequate and very insufficient?—I quite agree, they are very insufficient.

32,113. Do you think the landlord should come to the rescue and establish butter factories in different districts, and if they cannot make them pay, do you not think they could apply to Government for a loan at a cheap rate?—I think it would be a very good thing all over these three counties if butter factories could be put up.

Mr. *Richard Jones.*

32,114. I see you admit that the increased local rates fall on the tenant?—Yes.

32,115. What would you say about dividing the rates between the landlord and the tenant? Do you think it would be more profitable to the tenant?—Yes, but I think that if there were an allowance of that sort made it had better be made in another way, and have the rates entirely on the tenant or on the landlord. I think the rates should be left on the tenant, he is always in his parish, and could attend before the Commissioners to appeal, whereas it would be a great difficulty for the landlord to do so. I quite agree with you, that if the rates increase the landlord should bear a share of them, but I would put either the rates on the landlord or the tenant.

32,116. Of course I mean in case of increase that should be so?—Yes.

32,117. Do you think it would be a good thing to establish a system of light railways in a place like this where there are none?—Yes. I have always thought it would be a very good thing.

32,118. That it would benefit the neighbourhood generally?—Immensely. In the district I have been speaking of, when there was a railway which came up to the district, the farmers used to get some lime then, but when they have 11 miles to go to cart it from another station they cannot do it.

32,119. Where do the farmers take their produce to—the butter and eggs from here?—They take them to Haverfordwest, I think, mostly. People come round and buy in many instances.

32,120. Do you think it would be well if the Government took it in hand to have a parcels post for small quantities of agricultural produce, or to be carried by vans, or such like?—I have never considered that. I daresay it would be—for what they call making butter in pounds—they do a good deal of that here. It would be a good thing for that, perhaps.

Mr. *Richard Jones*—continued.

32,121. But do you think that it would be utilised if there was such a thing?—Yes, I think it would.

Mr. *Seebohm.*

32,122. I have only just to ask a question about the butter factories, which seems to me a very important point; are there any disadvantages which prevent the farmers from sending their milk to the factories?—In the winter time they, as a rule, are very short of milk, and the butter gets dear, therefore they see that they can do better by making butter out of the little cream they have and get perhaps one penny per pound more for it, and then there is a question of the labour of sending it from the farm in so small a quantity to the factory. We have but very little experience here; there is only one butter factory that I know of in these counties, and that is the difficulty they have had to contend with there.

32,123. I have heard in one case a difficulty mentioned, namely, that they wanted the skim milk for their calves?—Yes.

32,124. I want to ask whether that really was a valid objection. In sending milk up to a factory, would you get the skim milk back for your calves?—Yes, in a very short time.

32,125. And the double carriage would not be a very serious obstacle?—No, there would be no double carriage. I think it is 20 minutes that they wait for the cream separator to work the milk up. The cart goes there, and after 20 minutes the same cart brings it back that takes the milk down.

32,126. Then is it not a practicable matter to arrange that the cows shall be in milk in those times of the year when there is the greatest demand for butter, and when there is the biggest price?—Yes, and it is arranged in that way in towns, so that you will find milk and butter in the same quantity all the year round. But this is quite in its infancy. It has only been in existence about two or three years, and I think it would have been a great success this year but for the drought, through which people could not get keep for their cattle, and that part of the country has been almost worse off than in the whole of Carmarthenshire, I know.

32,127. Just a point about farmers purchasing their farms; if there is a competition for farms, would not they be likely to purchase at rather a high price?—Yes, they have been in the habit of doing so.

32,128. And looking back ten years, had it been the general practice to purchase, ten years ago, the whole of the wheat the allotment produced, and that kind of thing, and would it fall upon the tenant, who is the purchaser, instead of being shared, as it is now, between him and his landlord?—I quite agree with you.

32,129. So that on the whole, looking at it as a general thing, though in exceptional cases it might be a very good thing for the farmer to buy his land, would it not be wiser to look to making the Improvement Act and that kind of thing perfect, so that compensation should be given for improvements and so on, and make the tenure satisfactory?—It would be very much better, undoubtedly.

Mr. *Seebohm*—continued.

32,130. That would apply to everybody, and the other would be an exceptional thing for certain individuals?—Quite exceptional. The only reason of purchase is that there are several people who want farms and will get them in that way.

Mr. *Grove.*

32,131. You regard, I suppose, the proper disposal of butter as one of the principal elements in farming in the district?—Yes, and young stock.

32,132. Do you know anything about the yield of milk by the separator as compared with the ordinary way of churning?—I really forget the figures, but it is considerably more. I will not say it is one-fifth, or one-seventh, but something like that.

32,133. About 20 per cent., I think?—Yes, I think something like that.

32,134. The separator is supposed to give 20 per cent. more butter than the ordinary mode of churning?—I believe that is it.

32,135. Have you read or do you know anything at all about the process in Denmark?—I do know a little, but not very much.

32,136. In Denmark they have, I think, 1,000 butter factories among little more than 2,000,000 people. In this country, of course, we have nothing at all like that proportion, and with regard to the point that Mr. Seebohm has touched upon, as to arranging for the calving at certain seasons, they do that to an enormous extent, and with very large profit to themselves?—I have no doubt that could be done here in two or three years if they did it generally.

32,137. You say game is preserved somewhat. Does it cause any unpleasant relations between landlord and tenant, do you think?—Not at all on this particular estate, and very little in the county generally.

Professor *Rhŷs.*

32,138. I should just ask a question bearing on what Mr. Richard Jones asked you just now about light railways. Where would you suggest a line of light railway, for instance?

Mr. *Griffiths.*

32,138*a*. There is one coming here now?—Yes, there is, just on the way here now. I know of no better place than that.

Professor *Rhŷs.*

32,139. From where?—From Clynderwen.

32,140. Is that what you call a light railway?—If a light railway were not coming, I would suggest one to come this way. That is better than a light railway.

32,141. That is better than a light railway, it being an ordinary railway?—Yes.

32,142. Is there any district for a light railway: there is no line to St. David's, for instance, is there?—No, I should suggest a light railway for St. David's, or to take this on to St. David's.

Professor *Rhŷs*—continued.

32,143. What about Fishguard from this part?—The intention is to go to Fishguard.

32,144. I think I understand you. I meant light railways in case you could not have anything better?—Yes.

Sir *John Llewelyn.*

32,145. I have a question handed up by Mr. Vincent: "I see some 20 per cent. has been "expended upon these estates by the landlords. "Was that upon your advice?"—Yes.

32,146. "Would you have given that advice "if a Land Court had existed, or if there had "been any institution for the compulsory fixing "of rent?"—Well, I hardly think I should. I would like to have more time to consider the question.

32,147. "Have you had any experience which "will enable you to say whether money on "mortgage can be obtained as easily as formerly "on the security of Welsh land?"—I know that it cannot be obtained. It was not very long ago that I had borrowed a sum of money to pay off a mortgage, and these unpleasant tithe agitations and things of that sort came into the country, and I failed to get advances, although they were promised and letters written, and it is much more difficult to get money, especially if you go to borrow big sums, than it was a few years ago.

Mr. *Grove.*

32,148. Do you say that, bearing in mind the cheapness of money, and the probability of money being cheap in the future?—Yes, perhaps it may be only temporary, but that is the feeling at present.

The witness withdrew.

Mr. John Reynolds called and examined.

Sir *John Llewelyn.*

32,149. The document that is handed to me is only a certificate that you, Mr. John Reynolds, chairman of the Mathry Highway Board represent the farmers to give general evidence before the Royal Commissioners at Letterston, and it is signed by Mr. W. G. James, is it not?—That is quite right

32,150. You are Mr. John Reynolds?—Yes.

32,151. What is the name of your place?—Treglemaish.

32,152. Are you the chairman of the Mathry Highway Board?—Yes.

32,153. What is the nature of the evidence that you wish to give us?—I heard Mr. Perkins give part of his evidence.

32,154. Are you a tenant farmer?—No I am partly so.

32,155. What do you mean by partly?—I have some land.

32,156. Are you a freeholder, then?—I am partly a freeholder.

32,157. You are partly a freeholder and partly a tenant farmer?—Yes, more of a freeholder though.

32,158. What is it that you wish to lay before us?—Within the last 10 years or so, since what they have called the agricultural depression has begun, the improvements by the tenants have not been able to be done as they were previously for the 20 or 30 years past; there was more done; so that consequently I cannot say that they can be claimed for the same as they were before. There are some few instances in which there has been a little improvement done, but very little. I cannot in my knowledge of the country in general find but very little done. There is no doubt the depression is caused by bad times, and the lowering of the produce of the farm. You can see the lowering of the produce of the grain crop or corn by what you can see in the Act for the commutation of the tithes; it is somewhere about 27 per cent. Then in meat, beef, I say that

Sir *John Llewelyn*—continued.

beef is down 3*d.* a pound below what we could get some few years ago; we could then get 9*d.* for what we can now only get 6*d.* for. Then butter is rather lower, although it is rather better this year, but the reason we have had it is because of the scarcity of it, because I have known some farmers having to go off their farms entirely this year to fetch butter for themselves; they had no butter themselves, although they had their usual complement of cows, and they used very little, but yet they had to go off their places. Then the dry season was exceptional; I suppose it was exceptional as far back that nobody remembers such a thing. I know that my ancestors have lived on the place where I am now, back to 1740, and I know that water dried up last year that was never dried up before in their time. Whether that affects you is a different thing, but I am only telling you that it is exceptional. There are men that will be 500*l.* out of pocket this year. I know the land and know the families.

32,159. You think that is very exceptional?—Yes.

32,160. You are referring to the year 1893?—Yes. That is a state of things that there has not been for the last 100 years. There is no doubt that the depression is caused by the lowering of the value of the stock. I remember a time, but then when I go back I must tell you that I go back more than 10 years, and I go back to 40 years ago, and I can tell you of those times in which I knew of mutton being sold for 4*d.* per lb.—the half of the sheep—and the beef would fetch then 5*d.* and 6*d.*, and we are backing the beef to that price now. The mutton is a little bit better.

32,161. As you are a freeholder and a tenant farmer, could you give us any information as to which system of tenure you consider you are best off under?—It is in this way. If my father was left under his old landlord he would never want to change. That is a fact, and I

Sir *John Llewelyn*—continued.

know it, and he never would have bought it only that he had an objection to the man who wanted to buy it.

32,162. That does not quite answer my question. Of course I do not want to press you, but we shall be glad to have the information. You being a freeholder and a tenant farmer, which of the two systems do you consider to be the best?—I say you had better be a tenant farmer, because then you have got whatever money you have, and if you have got a family you can divide that, and it is very difficult to divide a farm. If we go into dividing a farm we shall be like the Irish, and we shall have a little bit—a cottage here and there.

32,163. Did your father purchase the farm?—Yes.

32,164. For fear of disturbance?—Yes.

32,165. Perhaps, under the old landlord, whom you thought was a good one, you had no fear of disturbance?—No, we never were disturbed under the old landlord.

32,166. But I suppose he was going to sell his farm?—Yes.

32,167. That would have been a disturbance, you see?—Yes, although he had a lease for his life.

32,168. Your father had a lease for his life?—Yes.

32,169. There, again, that is one form of security of tenure?—Yes.

32,170. Do you like leases?—I do, but they are no use of late years.

32,171. You are afraid of a falling market?—The fact of it is, I know of the biggest landlord in our neighbourhood that he has given leases, and they have been no use, and he has had to lower from those leases.

32,172. As a matter of fact, has he lowered from the leases?—Yes. I know of an instance in a farm next to me. The agent told me that last rent audit he was lowering the farm from 140*l.* to 100*l.*, and I know of another farm that is adjoining which again he has lowered from 60*l.* to 50*l.*, and that is just what it was 30 years ago. Then there is a very great advantage in our country, and I think it helps us a great deal by having small holdings mixed with the big ones. If we have all small holdings they will not do. The poor man has got a cow, and he wants a bull for her, he cannot keep a bull and cow on the same place, and a poor man has a sow, and he wants to go to the boar with her, and he cannot go to the boar with her, because he has no boar himself.

32,173. So that you think there is an advantage in having farms of different size, some small and some large ones?—Certainly. They are like all animals, they want the big and the small to be mixed up, not to put one strain of any sort; that will do wrong. If you bring them all small they will do wrong, and if you bring them all big they will do wrong, because the little ones are very handy for the big ones to help.

32,174. Have there been instances of consolidation of farms where small farms have been put together?—A trifle.

Sir *John Llewelyn*—continued.

32,175. Do you mean there has been much of it: are they extensive?—Not a great deal but a good deal if we look back for the last 60 or 80 years.

32,176. Do you think that the intention was to save expense in building?—Yes.

32,177. What do you think was the object of consolidation?—To save building.

32,178. Yes, the landlords are hard up as well as other people?—I consider that is a cause for small holdings being rented dearer than big ones, because you will have to spend 200*l.* for building on a very small holding, say of 30*l.* a year.

32,179. And if the landlord has to put up with lower rents as he has been doing, by making abatements, he has less money to spend upon the buildings on his farm?—Yes, it would be an advantage if we could do that. Then there are instances where tracts of land come in a circle, as you may say—neat and convenient—so as to make a big holding of it. Then there are small portions again divided away which will come convenient for small farms, and for smaller still. I have been computing, as near as I can remember, on my place, that of foremen and different workmen on the farm, I can mention about 10 or 12 that are now farmers, and some of them are up as high as 200*l.* a year down to 50*l.*

32,180. Do you consider that the tendency has been for men to improve themselves?—Yes.

32,181. You think so?—Thoroughly.

32,182. Labourers have become small farmers, and small farmers have become large farmers?—Yes.

32,183. Rather an upward tendency than a downward one?—Yes, they are ousting the old farmers out of the land. I will tell you the reason why, too.

32,184. That is what we want to know?—They are living more economically than the big ones. The big ones are wanting to come up to the landlords, and are trying to live better. There is no harm for them to do so, but it is the cause. I heard it talked several times about, that there is no doubt about it that the tenants wish to improve themselves, and we are not very willing to be left down in the lurch if we can help it. There are a few instances of people going off to England, not a great number, but I must say there is a good deal more Welsh going down among the English of Pembrokeshire than the English going among the Welsh. There is a little of both.

32,185. I suppose there is no great feeling of Welshmen against going down into the English-speaking part of Pembrokeshire?—When he can go he will go.

32,186. It is not like going out of the country?—Well, certainly the old Englishmen are going from there. They are losing ground. I do not know what is the matter.

32,187. That is very interesting. Please go on; anything you like to tell us we are glad to hear?—If I knew it, I would tell you. This

Sir *John Llewelyn*—continued.

part of Pembrokeshire, I believe from here down to St. David's Head, is an exceptional part to almost any district of Pembrokeshire, and I think you may say the other counties too. It is very full of small holdings, and within the last 50 or 100 years all the land that has been brought to the market has been bought by the tenants nearly, with very few exceptions. I do not say it is a good thing, but I say that that is the general rule—it has been bought. The parish of St. David's is a very big parish, one of the biggest parishes we have in the county; there are four farms in that parish of 300 acres, and the others are from that downwards. There are in the parish about 9,028 acres, about 1,000 being waste.

32,188. The others are all smaller farms?—All smaller, down to 50 and 25.

32,189. Do you consider it would be a pity to see further sub-division?—Yes.

32,190. You would not like to see more sub-division?—No, I think it would be a pity.

32,191. Do you think it would be a good thing if Government would advance money to men who desired to purchase their own holdings, at a low rate of interest?—I think it would.

32,192. You have seen that that has been done in Ireland?—I have.

32,193. Is there any reason why it should not be done in Wales, that you know?—No, nothing.

32,194. Do you think that if such a system was started, many men in this district would take advantage of it?—I think they would, and I know of some substantial farms that would be a great deal benefited by it. I know of several farms—well, I know of one farm, of which the farmer had a lease for his life, and he bought the farm, and he gave 7,500*l.* for it.

32,195. Was it worth it? Perhaps he made a good bargain?—I would not have had a great wish for it.

32,196. It might be a good bargain, or it might be a bad one?—It was a good farm. There is another farm which was paid 8,500*l.* for.

32,197. Did the man borrow the money to pay it?—I believe he did.

32,198. He borrowed a part of it, perhaps?—Yes, a good bulk of it.

32,199. Then how is he advantaged?—He has worked hard for it.

32,200. Does he consider he has made a good bargain or a bad one, do you know?—Indeed I do not know. I cannot tell you that; he has not told me one way or the other, although I am well acquainted with him; but the other one had plenty of means, and he told me that his reason for purchase was that his money was scattered all over the country, and he was very glad to get hold of a good place to put it in.

32,201. There is no harm in that; I should think that was an advantage?—Quite so.

32,202. I do not know whether he got the same rate of interest?—He did not, because he got 4½ per cent., I am certain, for what he got before.

Mr. *Grove.*

32,203. You told us about the altered prices of produce. What about the rents now as compared with the time when things were so much better?—They are lowering gradually, but as generally we are not willing to submit to being lowered, so it is that the landlord is not willing to drop at once. He does not feel confident in himself, but they are lowering, and I will tell you why I know it. I was at the Assessment Committee for our Board this week, and there was a lot of them came in there and asked for reduction of valuation.

32,204. Were those reductions granted to them?—Yes.

32,205. Permanent reductions of rent?—Yes.

32,206. They would not, I suppose, grant a reduction on the assessment if it was only a yearly abatement, would they?—No.

32,207. Then what is their rule; do they want three years' permanent reduction before they alter the assessment?—No.

32,208. If they had had two years, I suppose they would do it?—*Instanter,* if they can prove it.

Mr. *Richard Jones.*

32,209. There is one question I have to ask you: Would they reduce the rate if there was an abatement promised for three years?—I have never seen that done. I have been about 10 years on the Assessment Committee now.

32,210. I know they do it in our county?—I must tell you this, that I do not know of an instance.

Mr. *Richard Jones.*

The custom varies, I suppose, in different unions.

Sir *John Llewelyn.*

32,211. I think it is in the breast of the Assessment Committee; they can do it if they choose?—That is so.

Mr. *Grove.*

32,212. Is there much abatement? Do you know any landlords about here who give no abatement at all, or is it pretty general that abatements are given?—I think it is very exceptional that one does not give any.

32,213. Do you think there is sufficient labour upon the land?—More can be put, but they cannot find the means to pay them.

32,214. Do you think there is sufficient cottage accommodation, taking it altogether, throughout the district you are speaking for?—Yes, I think there is. There are some empty ones, and, therefore, if there are empty ones, that proves that there is no need of more.

32,215. But they may be in the wrong place, and it does not quite follow that that is so?—Yes.

32,216. As to compensation for improvements that have been made, has that been dealt with pretty fairly by the landlords, or unfairly, do you suppose, as a rule?—So far as I can see, they have dealt with it fairly.

Mr. *Grove*—continued.

32,217. Suppose that a man were taking a farm of 200 acres, what would you consider would be a reasonable amount of capital for him to have per acre?—That depends exactly upon the quality of his land, and then it would vary so much in the amount he would have to put upon it; were it good land and bad land, there would be a good deal of difference there, but if it was real good land, I should say he ought to have 1,000*l.*

32,218. For the 200 acres?—Yes.

32,219. That is 5*l.* an acre, then?—Yes.

32,220. If it was very bad land for 200 acres, what do you think it would be then?—You must put it down about half.

32,221. About half that; that is 2*l.* 10*s.* per acre?—Yes.

Mr. *Seebohm.*

32,222. You stated that you thought it would be a great help to a farmer who wanted to buy his farm if he could borrow money at 3 per cent?—I think it would.

32,223. If it was done by Government, it would be a general thing and generally known, so that anybody could get it, would it not?—Yes.

32,224. Would not that send up the valuation?—I do not think it would. There now, I am afraid I must reconsider my words.

32,225. I mean at the sale, would not the fact that a person could borrow money at 3 per cent. induce him to compete more for that farm than he did before?—Yes, you are right.

32,226. Then I would ask you a further question: Do you think he would get his farm any cheaper from the fact that the Government would lend him the money at 3 per cent.?—The land hunger is so great; there is land hunger, but only in the country down here. I do not know what it is in other parts of the country.

Sir *John Llewelyn.*

I think it is all through Wales.

Mr. *Grove.*

32,227. Then suppose we follow that up one step further. Much as one would like to see people the owners of their own farms for many reasons, do you think that a race of farmers who had bought their land too dear, owing to their having given the competition prices, and therefore sitting at the competition rent, would be really a good thing?—I would rather they should leave us under the old landlords, if they can, because I do not want to get the small ones in; I would rather be under the old landlords.

32,228. I will ask another question: So far as you are suffering in this district from the present system, are you suffering from landlords being too small or being too large?—It is too small if anything, not too large.

32,229. And your great danger is sales at competition prices and the purchase by people who have made their money perhaps in commerce, and who do not understand land, and who expect to get therefore 4 per cent. for it?—Yes, even in England you will find it so.

32,230. Can you suggest any remedy for that?—I cannot. You must allow competition. You must have competition between man and man, and you must not do away with that or else you do away with the heart of the Englishman to go and do for himself.

Mr. *Richard Jones.*

32,231. Are you in favour of security of tenure?—With the landlords that we have in our district I would not want security at all, because they never turn a tenant off unless he cannot pay his rent, and indeed some of them have to stop there when they cannot pay the rent.

32,232. You are satisfied then with the landlords generally?—I am, perfectly. I would give you the names of them in private, but I would not like you to go and publish their names. It is no use to do that.

32,233. You speak on behalf of the tenant farmers?—I do, both of them. Most of those that are tenants down our way have got holdings of their own, more or less. They are freeholders, nearly all, from here to St. David's Head.

32,234. I would ask you this question: Which do you think it best for the farmer to become, the owner of his holding under circumstances under which these men have become owners of their own holdings or to be under a landlord with security of tenure and fair rent?—I say that I would be quite satisfied with being a tenant.

32,235. With security of tenure?—Certainly. Please to put one little bit of a clause in there, not the needy landlords.

32,236. You talk about needy landlords; what proportion of the land in this neighbourhood do needy landlords own in comparison with the whole neighbourhood? Does it bear a large proportion?—I believe from here to St. David's Head that the small landed proprietors own half. So far as I can form my judgment now, and throw my eye from here down to St. David's Head, the Ecclesiastical Commissioners are sweeping out as far as they ever can do it, and Sir Owen Scourfield is sweeping out as fast as he can do it.

32,237. So that really the majority of the tenant farmers in this neighbourhood do not feel secure in their holdings because they are under needy landlords?—They are in this way: they are safe enough as long as they pay the rent.

32,238. Yes, but are they in danger of advances of rent?—No, not now.

32,239. Supposing the times improve?—Well, I cannot tell you as to that. I should be very glad to see it.

32,240. I will ask you this question: Have there been any advances in rent of late years?—Yes.

32,241. When had you advances of rent?—About 30 years ago. There were a little perhaps 20 years ago.

Mr. *Richard Jones*—continued.

32,242. The rents were generally advanced then?—Yes.

32,243. Only by these needy landlords?—Only at some particular spots.

32,244. The large landlords did not advance then?—They left them the same. As long as the old tenant was in they never disturbed him.

32,245. So that really the circumstances of the tenants under large landlords are much better than the circumstances of those who are under needy landlords?—Yes.

32,246. Have you any remedy or any suggestion to offer for bettering the circumstances of these people who are under needy landlords?—No, because I am afraid you will do harm to the big ones, and I do not want you to do harm to them—to send them away from our country—to frighten them away.

32,247. What prompted these people to buy their own holdings?—Well, I do not know. I think one great idea was that they did not like someone else that was likely to take it, or that some other fellow would buy it, and he would come there and put them out.

32,248. In that way it was owing to insecurity of tenure, was it not?—Yes.

32,249. You see, security of tenure, according to your own admission, would be a good thing for a certain class of tenants?—Well, it would act in two ways. Now, take myself, for instance. I have a couple of children, and I have got one farm to live upon; I want to get another farm for my other boy. Now, if I had to buy a farm I would have to turn someone out of it before I put my son in. Consequently then, you would tie me in a curious fix, that it was no use my buying a farm at all; I must go to the big landlords and try to get a farm for him.

32,250. I do not see your point?—Can you not?

32,251. No?—Then you must try again, and hark back.

32,252. Will you repeat it?—Yes. I have two boys: say that someone else has got three. I have a farm of my own, I want a farm for the other boy; I go and buy it. Well, there is a tenant there before me, and before I can get that farm into my possession I must turn that tenant out. Now, if I buy this farm, I shall be dislodging one to put another in. Would it not be a hardship for me or for him about that—one way or the other—it will be a hardship for one of us. I leave you to judge which.

32,253. I cannot follow your process of reasoning, I must say?—Well, you know there is one tenant in the farm when I buy it, and I want to put another one in then. Now, I shall have to dislodge one, so that there will be no security of tenure again.

Mr. *Richard Jones.*

I must say I do not understand your point.

Professor *Rhys.*

Security of tenure is supposed from the beginning, and then it prevents his turning out the other man from the farm which he wishes to buy.

Mr. *Grove.*

32,254. You would have to give a bigger price in order to put your boy into a farm, I suppose?—I suppose I should have to.

32,255. You would have to buy somebody else out?—Yes.

Mr. *Richard Jones.*

I understand you partly.

Mr. *Griffiths.*

32,256. I am in a position to know a little more of you than Mr. Richard Jones, and I know you have a farm in our part of the country?—Yes.

32,257. You are a landlord as well as a tenant?—No, my wife has that property.

32,258. I suppose the tenant has made an application to you—he has applied to you?—Yes.

32,259. In these bad times?—Yes, he has had lowering from the first, from what it was before he took it, of 10*l.* a-year—from 60*l.* to 50*l.*

Sir *John Llewelyn.*

32,260. Was that a permanent reduction?—Yes, it has never been moved.

Mr. *Griffiths.*

32,261. We are very short of hay in our part of the country, and you are short of hay here also?—Yes.

32,262. Do many of the tenants buy hay? You are talking of the dairy farms here—many of them have to buy hay here?—There is no hay to be sold unless you go to Haverfordwest or down to Milford.

32,263. That is foreign hay?—Yes, foreign hay.

32,264. We have heard to-day that persons are buying some at the rate of 10*l.* per ton?—But what I say is that there is not much to be sold, and when in exceptional instances there is some, it is sold as high as 10*l.* per ton, if not more.

32,265. You are an experienced farmer. Will the butter made from the cows that eat this hay realise as much as the value of the hay?—No, not anything like it—not half. A woman told me yesterday, who lives on a small farm, that her cattle cost her 1*l.* a-week now to keep them alive—she had nothing in the world but meal to give them.

32,266. It is a bad state of things?—Yes.

Sir *John Llewelyn.*

32,267. The hay you allude to is foreign hay?—I have imported 17 tons of foreign stuff, besides a lot of barley which I had in stock last year.

Mr. *Griffiths.*

32,268. You spoke of a person that bought a farm?—Yes.

32,269. Had he made the money by farming?—I believe he had.

32,270. Under whom did he farm, if it is a fair question?—Mr. George Lee Hunt.

32,271. I suppose there are persons that have not got the security desired in the neighbourhood. We have heard some cases here to-day, and you know of a good many of that description?—Yes. I do not know of any of them that have got any leases. They have leases, but they have got to cancel the leases because they are too dear.

32,272. The times are too bad?—The times are so depressed. They took them about 20 years ago, some of them, and it is no use now. I mean Mr. George Harris, of Ricaston, Milford Haven (he is the biggest landlord round my way), and there is Lady Hamilton, who has a large portion there, and the Ecclesiastical Commissioners, who are large landed proprietors, but they have very nearly cleared off now—I suppose they have cleared off 1,400 acres in the parish of Mathry.

32,273. Would you give us the names of the persons that you represent at this meeting? We had gentlemen before us yesterday who gave us the names of the persons that they came to represent?—I believe it was on the paper which was handed in. I will write the names down if you like.

Mr. *Brynmor Jones.*

32,274. How many gentlemen were present at this meeting?—Four or five of them.

32,275. What notice was given of the meeting?—I do not know that there was any at all, only that we happened to come together as the Highway Board.

32,276. You came together incidentally?—We came together because of the Highway Board.

32,277. You are Chairman of the Highway Board?—I am.

32,278. Then the other farmers being present you had another meeting in connexion with this Commission?—Yes.

32,279. Then there has been no public notice issued that you would hold this meeting with the Highway Board meeting in the neighbourhood?—No, I believe not—no, none.

32,280. Then it is the other four or five gentlemen that you represent?—Yes.

32,281. That is all I ask you?—If you want the names of those gentlemen, please pass the paper here, and I will put them on it. (*The witness wrote the several names.*)

Mr. *Griffiths.*

32,282. What are your remedies for the present depression?—I think that a very good thing is the Trade Marks Act, taken with regard to foreign meat.

32,283. That is one thing?—I was in a certain town in Wales here, somewhere within the last

Mr. *Griffiths*—continued.

12 months, and there was a butcher there with us. We were talking, and we saw "Eastman's Limited" at the shop right opposite, and a friend of mine said, "Do you patronize him?" Oh, sometimes," he said, "when we get short." "What, you do not pass that off as English meat?" "Yes, certainly." So that then it is not a fair competition.

32,284. But if it was marked, that alone would not meet the depression, would it?—No.

32,285. What else do you suggest?—I think that the Government ought to give us a certain grant to save our rates.

32,286. Do you think that the burdens upon the land are too much?—Yes, very unfair. There are shopkeepers in the town of Haverfordwest who, since they have done away with the turnpike gates, are in pocket some 30*l.* apiece for the turnpike tolls, and now the farmers have to pay that instead of them.

32,287. Is there anything else you would suggest?—I do not know indeed, I cannot tell you exactly at this moment.

Mr. *Grove.*

32,288. You represent a certain district, Mr. Reynolds?—Certainly.

32,289. How many tenant farmers are there in that district that you represent?—I cannot say—hundreds of them.

32,290. You represent five out of those hundreds, as you call it. Is that so?—Yes.

Mr. *Seebohm.*

32,291. From your knowledge of what other farmers think, has your evidence been what you think they would generally agree with?—I think so; I think it is evidence that nearly all of them would coincide in. From the talk we generally have with one another, I know it is so.

Mr. *Richard Jones.*

32,292. There is one question, Mr. Reynolds, which I just wanted to know your opinion about. You recommended, or at least suggested, that these rates should be put upon the Government; do you think that would tend to economy in administration?—Well, with a certain proviso. I do not agree that they should be put off entirely, but to subsidise them to a certain extent. I think it would be a good thing for the farmers, as they have got the management of the rates, if they had a certain amount of interest in them.

32,293. Subvention you mean?—An interest in them, because if they have an interest in what they have to pay they would deal with the question, and if they had no interest, then I am afraid they would get rather what we call reckless, and then they will spend any amount.

32,294. I think that qualification of yours is very valuable?—There I will leave it to you.

The witness withdrew.

Sir *John Llewelyn.*

We have now three or four witnesses who will give their evidence in Welsh. Their evidence has been translated in another room by Professor Rhŷs. As each witness is called I will ask him whether he is satisfied with the interpretation by Professor Rhŷs, and then I shall ask the Secretary to read the evidence aloud in English.

Sir *John Llewelyn*—continued.

Mr. Benjamin Perkins called and examined through an interpreter.

Questioned by Professor *Rhŷs* in Welsh, the Witness stated that he was satisfied with the interpretation of his statement.

The Secretary read the following statement of the Witness.

Evidence of Benjamin Perkins, Blacknock, Maenclochog, Treffgarne.

At a meeting held at Maenclochog, where my friend D. Jenkins and I were appointed to meet the Commissioners, several complained that the rent was much too high. There was one tenant who paid 60*l.* a year, and according to the evidence of those who knew the place it is not worth much more than 30*l.* There were but few who blamed the landlords or their agents, however, they greatly blamed those who were ready to take a holding should a tenant threaten to give up his place in order to try to get the rent reduced; there was no sympathy shown. With regard to myself, I do not blame the present proprietor nor his agents, the latter have several times been very good to us (as a family) and have reduced the rent a little 12 months ago, but nothing to be compared with these bad times. The rent of my farm is high compared with that of the farms on the same estate and the neighbouring estate. This farm (of mine) was bought about 50 years ago because, presumably, it bordered on the estate; since then the rent has been raised twice; but years ago both the vendor and the purchaser have died. My complaint is, that it is unfair that there should be such a difference on the estate whatever, and it is very dear these bad years, the price of cattle being under half what it has been. Although having worked hard and having lived economically and carefully, myself, my wife and children, yet at the end of the year we have nothing for our labour, and if we had servants we could not pay them from the farm, without mentioning the interest on the capital (sunk). Another matter, the taxes are very high, and if a holding is highly rented, the taxes are so as well, and that is quite unfair. The road rate is very unfair to those like myself who are without a road approaching their farm, except a very bad one. Again, a tenant ought when obliged to leave a farm, owing perhaps to its being sold, to have compensation for all the improvements he has made on the place. I do not believe in keeping a farm without improving it, especially (when situated) near mountains, and I do so. My holding has changed a great deal compared to what it was 30 years ago, especially with regard to the expense involved in obtaining water and setting machines to work by the water. I could mention other things which create a great loss when a tenant is obliged to leave his farm.

Mr. *Griffiths.*

32,295. Who is your landlord?—Mrs. Robinson.

32,296. What was the price the farm was sold at 50 years ago?—I cannot say.

32,297. What is your rent?—It is 85*l.*, or 80*l.* now.

32,298. And do you consider it still high?—Yes.

32,299. Have you made any application for a reduction of rent?—Yes, and I have had a little, but these bad times make it high.

32,300. Have you had any abatement? This 5*l.*, I suppose, is a permanent reduction?—I have had an abatement too.

32,301. But you think that is yet not sufficient?—The farm is still too dear.

32,302. You speak of improvements. Have you made any improvements on the farm?—Yes, many.

32,303. Who does all the buildings, the landlord or you?—The agent has done very well during these latter years.

32,304. What have you done?—I have built a little, about 15 years ago, before asking him. The agent has built a good deal since I have asked him.

32,305. You said something about water. I did not quite understand what you said?—We changed the water course in order to get it to turn the machinery.

32,306. And that is a great improvement to the farm?—Oh, yes, certainly.

32,307. If you had not done so, the farm would be still dearer, would it not?—Yes, of course.

32,308. Did the landlord assist you to do that?—No, I never asked him; the times were a deal better then.

32,309. Supposing you were to leave that farm now, would you be paid for that improvement?—I cannot say; I do not know that the law gives it. I said that there ought to be compensation for improvements. I am quite satisfied with my present landlord and agent, but if the place was sold myself and family would be thrown out, not being able to buy the place.

32,310. Then you think the tenants should be compensated for the improvements they make?—Yes.

Mr. *Grove.*

32,311. You spoke of the difference of rent on the same estate. Would the quality of the

Mr. *Grove*—continued.

and be the same in both cases?—It is pretty much the same.

32,312. Is the road up to your farm a private road or a parish road, and who repairs it?—It is a private road, and I am obliged to repair it. Very often we cannot go in the winter to the farm with a load.

32,313. You gave us the rent at 85*l.* or 80*l.*?—85*l.* it was; it is 80*l.* now.

32,314. How many acres?—115 acres.

Sir *John Llewelyn.*

32,315. A question is handed in by Mr. Vincent:—"When you say there is no sympathy "shown, do you mean that none is shown by "competing tenants to one another?"—Yes, there is no sympathy.

32,316. Between the tenants?—Yes.

32,317. Not between the landlord and tenant?—No, nothing between the landlord and tenant. I mean the tenants themselves.

The witness withdrew.

Mr. David Jenkins called and examined through an interpreter.

Questioned by Professor *Rhŷs* in Welsh, the Witness stated that he was satisfied with the interpretation of his statement.

The Secretary read the following statement of the Witness:—

Evidence of David Jenkins, Budloy, Henry's Mote.

Most of the farms of this neighbourhood are small, several of them possessing bits of mountian grazing land not brought under cultivation, but proprietary, and not common land. The work on the farms is done as far as possible by the farmer himself, his wife, and children, but the hired servants are kept for the purpose of assisting if they cannot get on without them. As a rule, the farmers, their wives, and children work hard, getting up early in the morning and keeping at it until late. The children do not, as a rule, receive wages, and the farmer feels glad if he can pay his way, without mentioning the interest on the capital. The landlords generally acknowledge that the rents are too high as compared with the present prices of agricultural produce, by giving abatements of 10, and some 20 per cent., when receiving the rents. But whilst this may be sufficient to assist some farmers through the present depression, it is much too little to others, because there is a great deal of difference in the prices of farms, even on the same estate. This may be accounted for perhaps owing to some of the rents having been fixed when prices were low and there was not much demand for farms, whilst others have had their rents fixed when prices were better and the demand for farms greater, and whilst some farms have continued to be held for the same rent for 50 and 60 years, others have been raised 25 and 30 per cent afterwards, owing to the old tenants having died or left. I can state that landlords have sometimes taken advantage of the deaths of old tenants to raise the rent to their widows and their orphans. Another cause of rents having been raised under some circumstances is the sale of farms, and that when prices were comparatively good and the prospects of the neighbourhood promising. Accordingly I do not think that any particular reduction, so much per cent., or so much in the £, can make the life of a farmer comfortable without establishing some scheme to regulate the rents as well, and to bring them down to their proper value. Besides this, whilst the majority have a reduction in the rents, others who pay high rents get but little, and some fail to get anything. Another matter which ruins the farmer is that if he improves his farm he has no sufficient assurance that he or his descendants will enjoy the advantage accruing from the improvements. Many farmers are afraid of improving their farms for fear they should be sold; and that soon with the result that the farmers would be obliged to leave or pay again for their own improvements. Again, the buildings on some farms are in a very bad state, and it is difficult to get the landlords to undertake many repairs.

Professor *Rhŷs.*

32,318. Does the lack of proper buildings put you to any great expense, do you think, yearly, or is it a cause of great loss to you?—It creates some loss, but it does not oblige me to spend anything.

32,319. Will you explain how it causes you loss?—We have not a proper place to keep cattle. Then we very often have corn, but we have no storehouse to keep it; we have it threshed, at the same time we would thresh more, if we had room to store it about the time when there was water power; the water dries up towards the spring.

32,320. We have heard that the cattle that are left out in the open air require one-third more food than the cattle that are kept indoors; what is your idea about that?—I do not believe that.

32,321. Do they require more food?—I do not think so.

32,322. Do you know any cases where the children of small tenant farmers live away from home and send money back to their parents to help them to pay the rent?—I annot mention anyone particularly now, but I think I know of one.

32,323. You speak of different rents on the same estate. Could you tell us how much they vary; to what extent, 1*l.* an acre, 2*l.* an acre, or anything of that sort?—Some are let at 10*s.* an acre, others are let at 1*l.* an acre, and the

Professor *Rhŷs*—continued.

land in the latter case is not a bit better than the land in the former case.

Mr. *Richard Jones.*

32,324. Is there sufficient building to put your implements under shelter? — No, not enough.

Mr. *Griffiths.*

32,325. What scheme would you suggest to us should be established to regulate rents?—I cannot think of anything better than a Land Court, but that would not be perfect.

32,326. You think it would be a good thing to have some middle place to decide the question where the tenant thought the rent too high?—Yes.

Mr. *Griffiths*—continued.

32,327. You turn the cattle out in the day-time, do you not?—Yes.

Sir *John Llewelyn.*

32,328. This is a question handed in by Mr. Vincent: "Why do you say the absence of uni-"formity of rents is a grievance?"—The man who paid the highest rent did not have sufficient abatement, but the others did.

32,329. I suppose there is a difference in the value of the land?—Yes, there is a difference in the value of the land sometimes.

32,330. What you say is that there is not uniformity?—No.

32,331. Do you consider that that hurts you personally?—No. The person who owns my place has no other farm.

The witness withdrew.

Mr. DAVID LEWIS called and examined through an interpreter.

Questioned by Professor *Rhŷs* in Welsh, the Witness stated that he was satisfied with the interpretation of his statement.

The Secretary read the following statement of the Witness:—

I, David Lewis, of Barnard's Hill, Hays Castle parish, used to live at New Farm in the parish of St. Dogwells on the Sealyham estate. I was obliged to leave that place last Michaelmas as the dwelling-house was not fit to live in, and the outhouses were coming down. I could not get the landlord to do anything, so I left. I also wish to give evidence respecting a cottage-house built on the common at (or near) Little New Castle in the parish of Little New Castle. The cottage is called "Fron Haul," and my brother lives in it now. My (late) father built the house at his own expense, and the landowner of the neighbouring land charged him 1*s.* per year rent, although the neighbours grazed sheep over the said common without limit. My father in his last will left the cottage to me, and I have now received notice from the present owner of the land adjoining to pay full annual value in future.

Sir *John Llewelyn.*

32,332. Do you produce a copy of the notice you refer to?—I have not brought the copy with me.

Mr. *Brynmor Jones.*

32,333. I see that you use in the English copy of your evidence handed to me the word "common?"—Yes.

32,334. Is that some unenclosed land upon which the neighbouring farmers depasture their cattle?—Yes.

Mr. *Brynmor Jones*—continued.

32,335. Upon which the neighbouring farmers in common depasture their cattle?—Yes.

32,336. And that is as yet unenclosed?—A part of it has been enclosed now.

32,337. Who is the landowner?—Mr. Crooks is the present landlord.

32,338. Is he the person who has given you the notice that you speak of?—Yes.

32,339. And is he or was his ancestor the the person who used to charge your father 1*s.* for the land?—Mr. Crooks' father-in-law.

32,340. How came your father to build upon this common land?—There were other houses on the commons which were occupied without any pay, and my father asked Mr. Harris for his consent.

32,341. Who is Mr. Harris?—Mr. Harris of Trefacwn.

32,342. What had he to do with the common?—His land surrounded the common.

32,343. Did your father think he was building on Mr. Harris's land then?—No, I do not think so, but he was there with Mr. Harris working, and so on, and so he asked his consent.

32,344. Was this what we have heard called in other parts a *ty un nos*?—No, it took some time to put it up.

32,345. How many years ago was it that your father built the cottage?—Fifty-two years ago.

Mr. *Griffiths.*

32,346. Has the landlord expended anything in repairing this cottage?—No, nothing.

32,347. Never?—No, never.

Mr. *Griffiths*—continued.

32,348. Has he ever offered you a lease?—No; no mention of anything.

32,349. What rent does he now require?—He has not mentioned any rent, but to pay the full value for it.

32,350. About this Sealyham estate where you live, were the whole buildings in bad repair?—Yes in a very bad state, all of them.

32,351. Did you make an application to have them repaired?—Yes, I asked several times and that is why I gave it up, because having asked several times for it to be repaired and finding it was no good I gave it up.

32,352. Is it a large estate?—Yes, but not very large.

32,353. Are all the farms in the same state as that one?—Yes, they are all just the same, in a very bad state of repair.

32,354. Do they change their tenants like you did, often?—Yes, very often. I know of a place close by and the present tenant is the sixth tenant during the last 31 years.

32,355. Is the rent high as well?—Yes, very high.

32,356. Are you the same as the rest of the people? Would you like some place to appeal to?—Oh, yes, I would.

Mr. *Richard Jones.*

32,357. What is the name of the landlord?—Miss Edwards. She is a young lady.

Sir *John Llewelyn.*

32,358. Do you mean under age?—No, she is not under age.

Mr. *Richard Jones.*

32,359. Has she an agent?—No, she has not an agent; and I would not have been able to pay my rent only that my children are about me and assist me to pay.

Mr. *Griffiths.*

32,360. But I understand your children are away earning money elsewhere?—Yes, that is what I said, they are away in Glamorganshire and assist me to pay the rent.

32,361. That is why you are able to pay the rent?—Yes, many a time.

Mr. *Richard Jones.*

32,362. Who manages the estate for Miss Edwards?—No one, she does most.

32,363. Does she receive the rents personally?—Yes, she has been putting it in the name of her brother, but Mr. John Edwards has promised to reduce the rent for me; Mr. John Edwards offered to let me the land at 1*l.* an acre, but she refused.

Mr. *Richard Jones*—continued.

32,364. How much an acre was it?—From 25*s.* to 28*s.*

32,365. Was there any mountain land?—No, moorland.

Mr. *Grove.*

32,366. Much moorland?—About six acres.

Mr. *Richard Jones.*

32,367. What is the size of the farm?—From 70 to 80 acres.

32,368. Did you get any abatement at all?—Yes, lately.

32,369. How much?—10 per cent.

Mr. *Grove.*

32,370. Who was it you asked to do the repairs for you?—Miss Edwards.

32,371. If the house had been repaired and the buildings put into decent order, would you have remained there?—Yes, that is why I was obliged to go.

Mr. *Richard Jones.*

32,372. Has the house been repaired since you went away?—Yes.

32,373. It was repaired for a new tenant?—Yes.

32,374. Buildings and all?—The stable and the barn had been repaired; there are seven windows and not one of them perfect; all with holes in.

32,375. Is it the same rent now?—Yes.

32,376. When did you leave the place?—Last Michaelmas.

Sir *John Llewelyn.*

32,377. Have the seven windows been repaired?—Yes, they are all new now.

32,378. If there had been six tenants in one holding during 31 years, was that in consequence of the bad state of repairs?—I do not know that that was the only thing, but the rent was far too high.

32,379. If the buildings that have been made since last Michaelmas had been made for you would you have stopped?—Yes.

32,380. At the same rent?—Yes, I have always been there and I should try to stay on there.

32,381. A question is handed in by Mr. Vincent, "Had the late Captain Edwards any money to speak of?"—I cannot say indeed.

32,382. Is Miss Edwards the agent of the owner?—I cannot say. She seems to do most; she may be the agent. She has the most money on the place.

The witness withdrew.

Mr. William Lawrence called and examined through an interpreter.

31,771, 18*a*, 31, 22*a*. 32,382*a*. Questioned by Professor Rhŷs in Welsh, the Witness stated that he was satisfied with the interpretation of his statement.

The Secretary read the following statement of the Witness:—

Re Common Land in the Parish of Letterston, County of Pembroke.

My name is William Lawrence, and I am a blacksmith by trade. I have resided in Letterston for the last 16 years; and I desire to make a statement relating to the above common. I understand that in the year 1861 or 1862 about 273 acres of common land in this parish was closed in and divided between the adjoining landowners, and nearly the whole of this land is still uncultivated, and in my opinion is of but very little value (as it is) to the landowners or the tenants. Previous to the above date the parishioners had a right to the common for turf, clay, and grazing purposes. When the above common was divided, sold, or given away, there were three acres in different parts of the parish allotted to the parishioners for clay, but am sorry to say two of which never yielded a shovelful, and the little that was in the other has been exhausted long ago. Consequently about 50 of the parishioners (all householders) are deprived of their rights, and are now obliged to go from four to seven miles for same and every load costs them from 4*s*. to 5*s*. delivered, while there are scores of acres of good clay close at hand but only in the possession of the few. I beg to ask if anything can be done in the matter. I may also mention that there is a piece of land (about two acres) left out (as they call it) for the poor of the parish to cultivate for potatoes, &c., but as it was never completely fenced in the land is still in its original state, viz., heath and small furze. Whether this bit of land was intended to the poor as a substitute for their rights taken from them I do not know.

Sir *John Llewelyn.*

32,383. How old are you?—37.

32,384. You must have been only about five or six years old when this happened?—Yes.

32,385. Do you remember it at all?—No, I do not, but my complaint is that the place has been divided without any clay in it.

32,386. Do you know whether the enclosure was made under an Act of Parliament?—Yes, it was done by Act of Parliament.

32,387. I am afraid we have no power to override an Act of Parliament. I do not want to stop you; I want to hear any complaint that you have got to make; but I want to disabuse your mind as to any powers we have to help you. We shall be very glad to hear what was done and embody it on our notes. Do you contend that the enclosure was made contrary to the Act of Parliament?—No, but this I would say: On the Swil Moor there is an acre set aside, but there is not a grain of clay in it.

Sir *John Llewelyn*—continued.

32,388. Is it the acre that was given to the parish at the time of the enclosure?—Yes, at that time.

32,389. It is the same one?—There were three acres.

32,390. Have they been changed since that day?—No, nothing has been done to them.

32,391. One witness told us that one of the three acres did contain some clay, I think?—Yes, I say so, too, but there is no clay there now.

32,392. It has been worked out, I suppose?—Yes, and there is a gentleman now who is ready to give us another acre instead of it if we could get a law to allow it.

Mr. *Brynmor Jones.*

32,393. Who are the trustees? Is it the rector of the parish and the churchwardens or the churchwardens only, or were two or three of the parishioners appointed?—Mr. Mathias, of Letterston, is one of them.

32,394. Mr. Charles Mathias?—Mr. Moses Mathias, of Letterston farm.

32,395. Is he a churchwarden?—Yes.

32,396. Is he sole churchwarden?—No, there are two churchwardens.

32,397. Is not the other churchwarden a trustee as well?—I cannot say.

32,398. How is it that nothing has been said at the vestry during all these years?—Well, people are so silly, and now we are obliged to suffer in consequence.

32,399. Can you identify the two acres given to the poor?—Yes.

Sir *John Llewelyn.*

32,400. Are they the acres that we see in front of the hotel here?—No; one is half a mile from this building one way, and the other about three-quarters of a mile the other way.

Mr. *Brynmor Jones.*

32,401. We have heard that some portion was given for a recreation ground as well?—Yes, that portion which is round here.

32,402. How does that house on the other side of the road come to be built there?—Do you refer to the Jubilee hotel?

32,403. No, I mean just outside this enclosure. The school is built in a little enclosure; then you get a public highway seemingly; then close against the public highway a house, a comparatively new house, built between the road and the pond that I see below?—Mr. Harris, of Tregwynt, put these up on the commons, and because he was a gentleman he was allowed to do as he wished.

Mr. *Brynmor Jones*—continued.

32,404. Who allowed him, do you mean that the churchwardens allowed him?—In old times a gentleman and a squire could do anything he liked; that is what I in the smithy have heard that people say.

32,405. Is the house that we see opposite on the other side of the road, this isolated house, built on what was given as recreation ground?—Yes.

Sir *John Llewelyn.*

32,406. May I ask if you speak of your own knowledge? You said you were five or six years old when this was done. Do you speak of your own knowledge?—I speak of what I have heard from others.

Mr. *Brynmor Jones.*

32,407. At any rate I see no one else has built close by. Is that pond on the recreation ground?—There were over eight acres; now there are only four acres.

32,408. Is that pond on the recreation ground?—As far as I understand, and as far as I have heard.

Professor *Rhŷs.*

32,409. That is with regard to the water, to the pool?—Yes, it is there in order that the cattle may have water in summer, because in summer it is very dry here.

Mr. *Brynmor Jones.*

32,410. Was any land allotted for the building of a church or the building of a schoolroom by the Award of 1861 so far as you have heard people tell you?—I cannot say that, but this school and this bit of land here are on the recreation ground.

32,411. Do you mean to say that the land on which this schoolroom is built and the enclosure round the schoolhouse formed part of the ground allotted for recreation purposes?—I have heard them say that.

32,412. Do you see anybody in the room who could give us any further information about this to explain the neglect of the trustees?—Mr. John Davies, of Clovers, is here. He is an old man, 80 years of age nearly.

Mr. *Brynmor Jones*—continued.

32,413. How long ago was this schoolhouse built?—I cannot say for certain. I have not gone very deeply into this matter, but my complaint was about the clay.

32,414. Do you know whether the house that we have been referring to on the other side of the road was ever the parish pound?—I can only say that Mr. Harris built them, and that Mr. Morris, of Newton, bought them about 12 or 13 years ago perhaps.

Sir *John Llewelyn.*

32,415. What was Mr. Harris' title to sell, the Award of the Commissioners?—I heard them say that he had no right.

32,416. Have you anything else to say to us?—No.

Mr. *Grove.*

Is there anyone in the room that knows anything of their own personal knowledge about this matter?

Sir *John Llewelyn.*

I have a note just sent up to me that the Rev. Mr. Rees, the rector, can explain at once about the school.

Mr. *Seebohm.*

And the witness mentioned an old man of 80, Mr. John Davies.

Mr. *Grove.*

32,417. Is Mr. John Davies in the room?—He was here just now.

32,418. Is there anyone else in the room to your knowledge who could give us the information?

The Rev. *Thos. Mathias:* May I assist the Commission? I shall be very pleased to do so. I am a native of the parish.

Sir *John Llewelyn.*

Presently, please. We will first of all hear what Mr. Rees has to say.

The witness withdrew.

The Rev. JOHN REES called and examined.

Witness.

See 31,771, 32,382*a*, 32,431, 32,522*a*.

32,418*a*. I have only just come into the parish, but I can say this, that the site of this school has been conveyed 40 years ago by the late Bishop; it is on what they call Bishop's land, which is now vested in the Ecclesiastical Commissioners.

Sir *John Llewelyn.*

32,419. Is the school now vested in the Ecclesiastical Commissioners?—No; but it was conveyed by the Bishop of the Diocese; it is on church land.

Sir *John Llewelyn*—continued.

32,420. In whom it is now vested?—In the rector and churchwardens.

Mr. *Brynmor Jones.*

32,421. That was for the building of the church, I suppose, was it not?—No.

Mr. *Brynmor Jones*—continued.

32,422. The church had been built before that, you think?—Yes.

32,423. More than 40 years ago?—Oh, yes.

32,424. Is there a map on the conveyance?—There is a map of the parish. I have only seen it once, only opened it once.

32,425. Then your impression is that whatever may be the quantity awarded for recreation purposes this particular land upon which the schoolhouse is built did not form part of the eight acres allotted?—Quite so. I understand there are two or three little plots belonging to the parish—that little common here where they hold the fair, and some plot down there and some plot down here.

32,426. How many acres altogether do you know?—I cannot tell you. I daresay my friend here who is a native of the parish (the Rev. Thomas Mathias) can tell you.

Mr. *Brynmor Jones*—continued.

Mr. *Grove.*

32,427. Was the conveyance of this land for the school made before the division of the common?—Oh, yes. I have only read the deed once.

Sir *John Llewelyn.*

32,428. Have you the deed?—Yes, I have the deed. See 32,522*a.*

32,429. Could you produce it to the Commission?—I could. Shall I go for it?

32,430. Yes, I should be very much obliged if you would?—Very well.

The witness withdrew.

The Rev. Thos. Mathias called and examined.

Sir *John Llewelyn.*

31,771, 32*a*, 18*a*, 22*a*.

32,431. You are a native of this parish, I believe, are you?—Yes. I am the Rector of Henry's Mote, Trefgarne. I had no intention of giving evidence before the Commission.

32,432. Can you give us any information with regard to this enclosure and the part that was reserved for the public?—I believe, as far as I can remember, that it was all done according to the Act of Parliament.

32,433. Was there an inquiry down here and a Commissioner?—I am afraid I cannot remember that.

32,434. What age were you at that time in 1861?—I should be 20.

32,435. It is said to have been in 1861 or 1862?—But then I was at school or at college.

32,436. Have you a clear recollection of the circumstances?—Yes, to a certain extent, and as far as I remember, it was all done by people appointed under the Commissioners and under the Act of Parliament.

32,437. Was there a map?—Yes, there is a map.

32,438. Of the enclosure?—Yes.

32,439. In existence?—Yes.

32,440. Do you know where that map is?—It is at Great Letterston with Mr. Moses Mathias.

32,441. Is he a trustee?—I think so, as churchwarden for the parish. Lawrence, who has just given evidence before you, mentioned his name as being a trustee as churchwarden of the parish.

32,442. And he has the map?—Yes, he has the map.

Mr. *Brynmor Jones.*

32,443. I do not think there is any suggestion that the direction of the Act of Parliament was not carried out and that the Award was not properly made. The question is the identification of the sites—the identification of the recreation ground is the point?—Yes. I should not think there would be any difficulty at all about that. If you saw the map by and by the churchwarden possibly would explain it; there would be no difficulty at all about it. The whole thing was done regularly, I believe, in every way.

Mr. *Grove.*

32,444. Do you know the boundaries of what they call the recreation ground or the part reserved for the parish?—No, I do not know. I do not know whether there was anything reserved for the parish beyond the pieces adjoining the village. There is a piece just below here on which the village fair is held once a month, and then there are small pieces high up in the village, I think, but that I do not know. The map will show that, and it can easily be seen whether the same pieces are reserved still or not.

32,445. You do not know whether Mr. Harris built this house or these houses upon the reserved land, or not?—That was just one of the things that made me come forward. Mr. Harris is dead, and I think he has not been properly dealt with. As far as my recollection goes, Mr. Harris did not build the house. It was built after the property was sold by Mr. Harris's successors.

32,446. And Mr. Mathias, as one of the trustees, has been in the neighbourhood, I suppose, for a great many years, and is a gentleman that you would calculate upon to protect the interests of the parishioners?—Certainly.

Sir *John Llewelyn.*

32,447. Do you know anything about the place on the other side of the road here?—That is the house we have just been talking about.

32,448. When was that built?—It was built after the property was sold by Mr. Harris or Mr. Harris's trustees. I am not sure whether the property was sold during Mr. Harris's lifetime or afterwards, but the house was not built by Mr. Harris at all, but by the present proprietor.

Mr. *Seebohm.*

32,449. When you talk of Mr. Harris having sold the land, you mean the land adjoining, do you not, because if the land was a part of the recreation ground he could not have sold it?—Just so, but I am afraid I could not go into the question of a foot or two one way or the other with regard to the boundary.

Sir *John Llewelyn.*

32,450. Are you able to speak as a matter of fact as to the amount of land that was reserved to the public?—No, I cannot. I presume the map would show that.

32,451. Is the map here in Letterston?—Yes, in the village.

The witness withdrew.

Mr. JAMES EDWARDS called and examined.

Sir *John Llewelyn.*

32,452. What is the name of your holding?—Fagwreilw, Penycwm; in the parish of Llanhowell.

32,453. Are you a farmer?—Yes.

32,454. What is the size of your farm?—I believe it is, altogether with the moorland, about 65 acres.

32,455. What is your rent?—My rent is 44*l.*

32,456. Would you read your evidence?—I cannot. I have not got my spectacles.

The Secretary read the following statement:—

The cause of the great distress amongst the farmers.

Our grievance as small plodding farmers in this part of Pembrokeshire is: That the land is let to the big farmer, who can for a time afford to give more for it, and who sometimes has and holds as many as three or four holdings, aye, and ofttimes more, of different landlords, who is able to work the last holding maybe with only a horse or two extra and an extra boy; the late occupier having died or otherwise left the farm; the living house and out-houses being left vacant; the wet and damp weather sets in, they soon tumble down and, in a short time, are a heap of ruins; and generally there are on these holdings one or two labourers' cottages, the occupiers of which are not employed by the new tenant or occupier, as the work on the new holding is imperfectly and improperly done by his own staff, and the extra boy and two horses; consequently the cottagers are compelled to go elsewhere to earn their living, and the empty cottages are soon a wreck; and frequently this last holding, as well as the others occupied by him, owing to the inadequate and sparing labour thereon, gets out of order, from bad to worse, the hedges crumble down, two or three fields are made into one by the cattle trampling on the fences, furze grow on the uplands and lowlands, and acres of the best ground get unfit for tillage; the lowland instead of being a rich marsh becomes gorse, and the whole, instead of being a fruitful and prosperous habitation for man, becomes a hiding place for vermin and foxes. Now this occurs almost yearly within a circle of five miles from where I live, and I am here to-day to prove what is herein stated to be true. I do not blame the landlords so much for this miserable plan of letting farms; I have as good a landlord as I could wish; but if I gave up my farm or holding to-day my landlord could have fifty offers for the same in less than a week. My opinion is that we ought to have an Act of Parliament, a Land Bill, to prevent this wretched system of taking and letting land, which is depopulating our agricultural districts, and causing ruination to many an honest farmer.

Sir *John Llewelyn*—continued.

32,457. Do you think, Mr. Edwards, that any Act of Parliament can prevent competition?—Yes.

32,458. You think it could?—Yes.

32,459. Do you know the Agricultural Holdings Act?—No, I do not.

32,460. It is an Act that was passed about ten years ago, with the intention of protecting the farmers?—Well, I know a little bit about it—that if a farmer was improving his farm, and had notice to leave, he would have compensation for it, and otherwise for the master as well. I quite agree with that Act so far.

32,461. How do you think that Parliament could prevent competition for farms when they chance to become vacant?—In this way: I think one occupation for one occupier. There are plenty of big farms and middle-sized and small farms, suiting all classes of people

32,462. You would prevent consolidation?—Yes; but when I see people that do not require more than one who have no family nor children growing up, taking two or three and four holdings, which I now see in my district, when other people cannot get any, I say they are against the moral law—that is the moral law of "Woe

Sir *John Llewelyn*—continued.

unto them that join land to land." That is a thing which the moral law condemns, and it is reckoned a glorious thing under this dispensation.

32,463. Is it done much in this neighbourhood?—Yes, it is.

32,464. In many instances?—There are many instances of it.

32,465. What is the object of it?—Well, I do not know what is the reason of it, but people have got drunk on land. That is the reason that the land is holding so high in the rent. Now, if I were to leave, or something happen to my place, I have got stock and implements, and some other place to let out. There were four or five before me, or perhaps a dozen before me, applying for it, and I was bound to give more than the value for it. I do not blame the landlords at all, because they are forced by other people bidding for it.

32,466. You are blaming then those tenants who were competing with you?—Yes, I do blame them. That is the reason that big farmers are taking the small holdings adjoining their farms.

32,467. Was the rent increased to you?—I do not say anything about my landlord. I have no claim against my place personally.

32,468. It is a hypothetical case you are putting?—Yes.

Professor *Rhŷs.*

32,469. What is the name of your farm?—Fagwreilw.

32,470. What parish is it in?—Llanhowell.

Sir *John Llewelyn.*

32,471. Do you hold two holdings yourself?—There are two holdings with me, but I did not have it, nor the present landlord, but it was a land shark about 40 years ago. I call him a land shark, and all that act like that the same—joining land to land. There is increasing in the rent owing to that, and two families could live in comfort on it, I should think—well, they could rear a family up there.

Professor *Rhŷs.*

32,472. Two families could live comfortably on it, do you say?—Of course by working it, and they are not joining now together; they are very inconvenient.

32,473. Have you ever felt inclined to give one of the pieces up?—Well, I cannot, or else I must give two up, because the building is all in one piece now.

Sir *John Llewelyn.*

32,474. Can you give any information as to whether the one building being now made sufficient for the two holdings is in consequence of the expense of keeping up the second building?—I do not really understand.

Sir *John Llewelyn*—continued.

32,475. Did the landlord let the one building fall down to save expense?—I suppose he did, or the tenant that was living on the furthest one. The tenant took the one that has the whole of the buildings on it now, and that was going down then.

32,476. Have they gone down altogether?—Yes, altogether but one little house.

32,477. Is that house, the little house, that you speak of, inhabited?—No, I keep cattle in it. It has a run for cattle to shelter them in the winter.

32,478. Can you give any details, or names of the owners, and the firms, where there has been consolidation?—Yes, I can give the names and the owners.

32,479. In the last few years?—I will commence, first of all, with what did happen to me personally on that line. Perhaps you will allow me, gentlemen, to go as far back as 20 years from this time. Twenty years from this time I was living down in St. David's parish.

32,480. That is not very far from here. How far from here is it?—It is the adjoining parish to where I am living now. I was living at Carvai Farm, and the man that was letting it out to me had a lease on it. It was belonging to the rector, a parson of the name of Jefferson, down at Castle Martin, and he had a life interest on it so long as that parson lived, and he let it out to me, and I was paying him 15*l.* or 17*l.*, I do not recollect exactly what it was, clear profit; either 40*l.* or 42*l.* he was paying for it himself, and I was paying 57*l.* for it.

32,481. So that he made a profit on the subletting?—He made a profit. I was having the out-house, and only a kitchen I had to live in. He built an addition to the house. There were two rooms under the same roof where I was living, all under kitchen, I call it. He and his wife only were there, and he had two rooms in the new addition on the floor, and two upstairs, and another one on floor, and one upstairs again. I only had that little kitchen, and my children went sick of the whooping cough this time in the year, and of course we were eight in family altogether. I made application to him for me to have another room, or else I must give the farm up. Well, he showed to me that he was willing to let me have the room, but he went up to the town of St. David's, and so soon as he met Mr. Williams at the hotel, he heard that I was going to leave unless I had the room, and he took it at once, and he had a whole island before that, and several farms about St. David's, and turned me out like that.

32,482. Yet you had been paying him 17*l.* on improvements?—I was paying him 17*l.* clear profit, and the lease went out that year. The next year that Williams had it, the Parson Jefferson died.

32,483. Several witnesses have told us that sub-letting is not a good thing for the country. Perhaps you do not agree with that?—I can prove another in Llandeloy parish; there are three farms with buildings, and there is one man there who is a widower; he

Sir *John Llewelyn*—continued.

has no children now. Then there is Ros Grannog which belongs to Mr. Mathias, and he has another farm at Llandeloy and another at Mabus. I can mention a dozen like that in my district close beside me.

Professor *Rhŷs.*

32,484. All belonging to Mr. Mathias?—No, some belong to Mr. Phillips, of Carmarthen.

Sir *John Llewelyn.*

32,485. You are speaking now of sub-letting?—Yes; and they would charge more for sub-letting than what they pay if they let out.

32,486. I suppose that is always the case. My question was rather with regard to consolidation, as to whether there are many cases of consolidation, and you said yes. I asked you whether you could give instances of owners having consolidated farms in that way; by consolidation I mean when a man holds two farms. Can you give us an instance?—Yes. Mr. John Reynolds.

32,487. Who is the owner of his farm?—He himself is the owner of his farm, and he takes another farm on belonging to Mr. Harris, of Rikeston. Then Mr. Rees, of Clegirn, two farms; and Mr. Evans, of Llanwngar, two farms; and Mr. Nicholas, Trecadrogan, two farms.

32,488. And there are several more, I suppose?—Mr. Thomas, of Trevigan, two farms.

32,489. Do you think it is a good thing or a bad thing?—A bad thing; I consider it is the ruination of the country.

Mr. *Griffiths.*

32,490. How many acres do you consider sufficient for a man?—I do not confine to any if he is a competent man. Farms are divided mostly by nature, by the brooks and the roads, and if a farmer is able to take a large farm he is welcome to do it, but not to take another with it. I do not like the feeling of, "I do not care who drowns if I swim."

32,491. Are the owners of these estates wealthy men?—Yes, many of them are wealthy men.

32,492. Quite capable of putting up buildings in each of these places?—They ought to, but they say, "To save, perhaps, building a pig-stye, I will let it out to another farmer," to save something on that.

32,493. Your contention is this, that consolidation, namely, putting two farms together, causes a quicker competition, and there is more competition because there are less farms and the same number of farmers applying for farms?—Yes, more farmers applying for farms. There are 12 demands for every one supplied.

32,494. You say further that farms will not pay a competition rent?—They will not pay any better; I cannot get better produce from the farm, because it leaves a run for cattle, for

Mr. *Griffiths*—continued.

stock and sheep, and when the prices are coming down, in the long run the owner and the tenant are under loss. I can mention several people now that were small people, and where are they now? The farms and they went to ruin.

32,495. I suppose it is difficult to persuade landlords that the competition is bad for landlords?—It is bad for landlords in this sense, that a landlord rents his place out, but he will have to build to rent another one after he has let it run to ruin, or if he has sold it he will sell it for less money than if he let it to a proper farmer. I can mention others like that that have been running out with three farms, and Mr. Reynolds, of Treglemaish, bought one lately, and I think he had it with no buildings, because it was all in ruin; it used to be a very tidy place; and the best part of it has gone into wilderness.

32,496. Do you not think the landlords are sufficiently alive to their own interests not to let farms at competition rents?—No, not all of them, indeed they are not.

32,497. I suppose they think a bird in the hand is worth two in the bush?—That is the idea, to save building a pig-stye, or a fowls' house, or something of that.

32,498. Are you in favour of having some authority to regulate the rents?—Yes, I am, because there is no sign of people to regulate themselves.

Mr. *Seebohm.*

32,499. As to that authority to regulate rents, you would rather have it without litigation if you could, would you not?—I do not thoroughly understand you. I am a Welshman, just trying to speak a little English, just to accommodate the gentlemen here.

32,500. Would you rather have some two or three persons specially appointed to act as a sort of arbitrator between you, or would you rather have a Land Court?—Well, I do not know about that as to which is best. Of course it is not a matter between me and some people, but it is the country all through.

32,501. But had you rather that it was done, and that any difficulty that you had was settled in public or in private?—Of course it will not act in private at all. I think you must have authority in public to do it. Act of Parliament I think is the only remedy that can come to its face, I think.

32,502. But Parliament might either provide a public law court, or it might provide an arbitrator who would act in private?—I do not go so far as that, because I should go before the Parliament if I were going to say that. I should leave them to say what is best.

Mr. *Richard Jones.*

I think this is what he means, that he wants the principle of a Land Court, but that he is not prepared to swear by a Land Court himself. He wants the principle of judicial rents.

Sir *John Llewelyn.*

According to his evidence-in-chief, he wants to do away with competition.

Witness.

Yes, I want to do away with that. The rent would be regulated then. That is the reason the rent is keeping so high now.

Sir *John Llewelyn.*

This is what he says in his statement: "If "I gave up my farm or holding to-day, my "landlord could have 50 offers for the same in "less than a week. My opinion is that we "ought to have an Act of Parliament, a Land "Bill, to prevent this wretched system of taking "and letting land."

Mr. *Grove.*

32,503. But you would like, I suppose, to be on the very best terms that you could with your landlord, every tenant would?—Of course I am on the very best terms with my landlord. I can praise him very highly here to-day; I do not say anything against my landlord.

32,504. And you, of course, naturally, all of you want to preserve that feeling. Now if there was a Land Court, you would still wish the tenant and the landlord to go together first and to try and agree?—Yes.

32,505. And if they could not agree, then you would go to the Land Court to decide between you?—Yes.

32,506. Is that what you mean?—Not exactly. What I mean is to prevent large farmers occupying small holdings adjoining their farms. That is my idea.

32,507. Then you want a Land Court not only to fix the rent between the landlord and the tenant, but also to fix the number of acres that he should have, and the number of farms that he should have?—Number of farms, not number of acres.

32,508. Do you want a Land Court to prevent a man taking more than one farm?—Yes.

32,509. That is your idea?—That is my idea.

32,510. You have two holdings, you say?—Yes.

32,511. What is the total acreage of both your holdings?—It is a small place after all—very small; the arable land and the grazing land is only about 39 acres, but there is more then; one more is 19 acres, I believe, and there is about six or seven. Altogether that is not just the same as the Dyfrog Moor, St. David's.

32,512. You gave us 65 acres, 44*l.*?—Yes.

32,513. That is both your holdings put together?—Put together and all.

32,514. That is very small indeed?—Yes.

32,515. When your lease expired a good many years ago, near to St. David's, you were paying 47*l.*, were you?—57*l.*

32,516. And a certain gentleman in St. David's took it at once?—Yes.

32,517. Did he give more rent, or the same rent?—No, the same rent.

Professor *Rhŷs.*

32,518. What kind of land does the country consist of in those parishes, Llanhowell and St. David's, mostly?—They are mixed—every sort.

32,519. What is the value of that moorland that you mentioned?—About 6*d.* an acre. I am willing to let it out for 6*d.* an acre to any one.

32,520. Do you call that moorland in Welsh, "*gwayn*"?—Yes, "*gwayn.*"

32,521. You said it was like the Dowry of St. David's just now. What is the dowry?—It is a moor through which you would go down on the road past to St. David's from Mathry.

32,522. Is it extensive?—Yes, it is extensive.

The Witness then withdrew.

Mr. *Brynmor Jones.*

32,522*a*. I should like, Mr. Chairman, to say that through the courtesy of Mr. Rees I have had an opportunity of looking at the conveyance of the ground upon which this National School is built. This is, of course, in reference to the evidence given by Mr. Lawrence. The state of things appears to be this: The Bishop of St. David's was Lord of the Manor, and in the year 1852, it being necessary to obtain the site for the school, the Bishop of St. David's by virtue of an Act of Parliament which was passed in the fifth year of the reign of Queen Victoria, conveyed a certain portion of the common, which he could not have done except by means of that Act for facilitating the purchase of school sites, to the minister and churchwardens of the parish of Letterston, and the bit of the old common of the manor that was used for this purpose is the bit that was coloured pink adjoining the churchyard in the map of this conveyance. I have looked at that, and I identify the pink plot as being the plot upon which this National School is built, and the yard surrounding it enclosed by the wall. So that the position is this, that long before the enclosure of the common of Letterston, several years, at any rate eight years before, the conveyance had been regularly made of this piece of land upon which the National School is built. See 31,771, 32,382*a*, 32,418*a*, 32,431.

Then, with regard to the other portion of Mr. Lawrence's evidence, so far as the map annexed to the Award of the Enclosure Commissioners is concerned, the Award appears to have been carried out perfectly regularly. The only bit of recreation ground I can find is the plot No. 71, which is a plot just the other side of the road where the pound is. In the year 1863, when that map was made, there was a bit of ground which appears to have been freehold land, and to have belonged to Mr. Harris. How Mr. Harris's predecessors in title acquired a right to a bit of freehold in the middle of that common is a thing which, of course, must necessarily be obscure. It is necessarily left obscure by the evidence which has been given to-day, but, so far as the matter in the year 1863 has gone, there seems to be no doubt as to the regularity of the proceedings. With regard to the clay—the pieces of land awarded by the Commissioners for the inhabitants to obtain clay free—those are

Mr. *Brynmor Jones*—continued.

properly displayed on the maps and appear to be the very bits which have been used since. So far as I understand Mr. Lawrence's evidence now, the clay is exhausted. Unless Mr. Lawrence has something to say, I suppose we must leave the matter there, and thank the gentlemen for producing the documents.

Mr. *Grove.*

May I just ask one question of Mr. Brynmor Jones? There appear to be one or two old houses across there, and a new house. You could not identify, I suppose, the difference in the land by the new buildings and the old buildings.

Mr. *Grove*—continued.

Mr. *Brynmor Jones.*

Oh, yes. On the map there is a kind of oblong piece of land in the middle of the common, which appears to be private property not dealt with by the Award at all, and at the end of that is a pound-house marked there.

(Adjourned to Eglwyswrw.)

FORTIETH DAY.

The Magistrates Room, Eglwyswrw, Pembrokeshire, Saturday, March 10th. 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. T. E. MORRIS, acting as Assistant Secretary.

Sir *John Llewelyn.*

In opening the proceedings this morning I ought to mention that Lord Carrington and Lord Kenyon are unfortunately both compelled to be absent on account of important business engagements. To-day I hope we shall be able to complete the sittings in the county of Pembroke, and we shall have visited all those places which have been selected by the county council.

Sir *John Llewelyn*—continued.

That was the authority that we asked as to the places in which we should meet in order to best suit the convenience of the county generally. Eglwyswrw is the last of the places so indicated. We have a great number of witnesses, and it will be necessary for us to devote our time as concisely as possible to eliciting the whole truth.

MR. DAVID THOMAS called and examined.

Sir *John Llewelyn.*

32,523. You are Mr. David Thomas, of Carmarthen?—I am.

32,524. You are a land agent?—Yes.

32,525. Would you state to the Commission what districts they are to which your evidence will refer?—North Pembrokeshire and Carmarthenshire.

32,526. What special estates do you represent?—I intend dealing with three of the estates that I am agent for; I think that will be sufficient for the purpose. The others that I have the pleasure of managing are under the same management. The first will be the Fynone estates in North Pembrokshire and Carmarthenshire.

32,527. What is the acreage?—The acreage in Pembrokeshire will be 7,000, and in Carmarthenshire 3,000, making a total of 10,000 acres. The second estate in the Blaenpant estate in Carmarthenshire, owned by Mrs. Maria Brigstocke. That estate is 2,500 acres. The third estate is called the Macnamara estate, owned by Richard Edward Jennings, Esquire, and the area is 1,000 acres.

32,528. What is your opinion with regard to encumbrance of estates?—The owner of an unencumbered estate is better able to assist his tenantry, and is not tempted to let his farm to the highest bidder. The tenants on the other hand have greater confidence, and cultivate the land better, believing that their landlord will not increase their rents for want of a sufficient income to maintain his establishment.

32,529. Do you consider that consolidated estates or scattered estates are best?—It is an

Sir *John Llewelyn*—continued.

advantage to farmers to have resident landowners. The landlord's own tenants derive greater benefit when the estate is consolidated.

32,530. Do politics, language, or religion, make any difference?—None whatever; not to any material extent at any rate.

32,531. Are the agents experienced men or not?—There are experienced agents.

32,532. Do you think that an inexperienced agent is a bad thing?—Well, I may say that in my own case, I am the son of a tenant farmer; I have been articled to a surveyor; afterwards I went for some years as an improver to a large land agent in Pembrokeshire, where I obtained special training in the management of estates and in land values. I have valued for assessment purposes in the Union of Carmarthen something like 50,000 acres, and for the last 12 years I have had under my personal management several estates in the three counties, Cardigan, Carmarthen, and Pembroke. I fear that some agents have not had that special training.

32,533. You think that an inexperienced agent would be a bad thing?—Well, inconvenience and hardship is the possible result.

32,534. Is there any demand for leases?—Leases are not asked for, and landlords and tenants get along better, especially during bad seasons, with an open tenancy. Tenants believe that land will decrease in value rather than otherwise, so a lease would be of no benefit, and I have known a tenant to beg to be allowed to give up his lease (which he on entry pressed for), and his request was acceded to.

Sir *John Llewelyn*—continued.

32,535. Have you anything to say about the agreements; can you produce a copy of your agreement?—I have one here.

32,536. May I ask if that is a copy of the agreement in general use?—No, this is an agreement which is a revised copy of my own drafting. I drafted this agreement some years ago, and it has been since twice revised by myself, and it is the one in use on all the estates I represent.

32,537. On what estate is this in use? All the estates with which you are connected?—Yes.

32,538. Do you consider the clauses fair?—The clauses are considered fair.

32,539. Are penalties ever enforced?—Never. I have not known a single instance.

32,540. Is a copy always given to the tenant?—It is my invariable rule to give to each tenant a copy of his agreement duly executed and free of charge, and in the case of Welsh-speaking tenants I always explain its contents.

32,541. How is the rent fixed?—On the basis of valuation. Old rentals remain undisturbed when low, and in case of complaints a tenant may at any time obtain consent to have his farm revalued.

32,542. Do you consider that they are uniform or not?—Generally uniform.

Sir *John Llewelyn*—continued.

32,543. What would be the average rent?—It is a difficult question to answer. I see you have said here between 10*s.* and 20*s.*?—I have got farms let at 6*s.* to 7*s.*, some at 20*s.*, some at 22*s.* and one, which I think the cheapest of the lot, is let at 27*s.* an acre.

32,544. Varying, of course, with the quality of the land?—Varying according to quality.

32,545. Do you consider that the rents which have been fixed are fair rents?—Yes.

32,546. I see you have put it so here in the précis; is the letting to the highest bidder common?—It is my invariable rule to ascertain the fair annual value, and select the most suitable tenant naming the future rent. The practice of letting to the highest bidder is liable to injure landlord and tenant. In my opinion, further, the letting to the highest bidder is the surest way of securing a tenant with insufficient capital.

32,547. So that you consider that that would be injurious to both parties?—I do.

32,548. How long has your experience lasted?—18 years.

32,549. Has there been any great variation in the rents?—No, the rents have remained generally the same.

32,550. What are the abatements that have been made in the rent?—The following are the particulars:—

FYNONE ESTATE.	BLAENPANT ESTATE.	MACNAMARA ESTATE.
J. V. Colby, Esq.	Mrs. Maria Brigstocke.	R. E. Jennings, Esq.
9 years since appointment.	12 years—first 3 nothing—9 years.	12 years.
1885 { Lady-day, none. Michaelmas, 10 per cent.	1884 { Lady-day, none. Michaelmas, „	1882 { Lady-day, none. Michaelmas, „
1886 { Lady-day, 10 „ Michaelmas, 10 „	1885 { Lady-day, „ Michaelmas, 15 per cent.	1883 { Lady-day. „ Michaelmas, „
1887 { Lady-day, 10 „ Michaelmas, 10 „	1886 { Lady-day, 10 „ Michaelmas, tithe allowed.	1884 { Lady-day, „ Michaelmas, „
1888 { Lady-day, 10 „ Michaelmas, 5 „	1887 { Lady-day, „ Michaelmas, „	1885 { Lady-day, „ Michaelmas, 10 per cent.
1889 { Lady-day, 5 per cent. (refused by one). Michaelmas, none.	1888 { Lady-day, „ Michaelmas, „	1886 { Lady-day, 20 „ Michaelmas, 20 „
1890—Nothing allowed.	1889 { Lady-day, „ Michaelmas, „	1887 { Lady-day, 15 „ Michaelmas, 15 „
1891 { Lady-day, none. Michaelmas, 10 per cent.	1890 { Lady-day, „ Michaelmas, „	1888 { Lady-day, 10 „ Michaelmas, 5 „
1892 { Lady-day, none. Michaelmas, 10 per cent.	1891 { Lady-day, „ Michaelmas, „	1889 { Lady-day, none. Michaelmas, „
1893 { Lady-day, 15 „ Michaelmas, 20 „	1892 { Lady-day, „ Michaelmas, „	1890 { Lady-day, „ Michaelmas, „
	1893 { Lady-day, tithes allowed and 15 per cent. Michaelmas, tithes allowed and 15 per cent.	1891 { Lady-day, „ Michaelmas, 10 per cent.
		1892 { Lady-day, 10 „ Michaelmas, 10 „
		1893 { Lady-day, 15 „ Michaelmas, 20 „

32,551. May I ask you what the practice of your assessment committee may be when abatements are made over a series of years; can the occupier go before the assessment committee and get a reduction of his assessment?—No, he cannot.

32,552. He could do so in the case of permanent reductions?—In the case of permanent reductions that would be so, yes.

32,553. But even in the case of abatements continued for a series of years he does not get that reduction of the assessment?—He can by

Sir *John Llewelyn*—continued.

having valuers to go over his farm, and state that that is the annual value. An assessment committee cannot assess on the rent; they can only assess on what is supposed to be the fair value of the holding.

32,554. What the place would let for?—Of course they take the rent as a basis; but still if the man can prove that the rent is excessive he can get the rent reduced to what is fair and reasonable in accordance with the Act.

32,555. I was asking you not exactly what the law was, but what the practice of the assessment committee was?—The practice is, I believe, to take rent as a basis, but in the Carmarthen union it is on the basis of the valuation of experts. I was one of the valuers for the Union.

32,556. When is the rent paid, how long after it becomes due?—From three to four and a half months after it falls due.

32,557. What is your opinion as to the preferential claim of a landlord for rent?—It enables tenants to get three or four months extra time to pay, thus enabling them to select the best markets and fairs, for Lady-day and Michaelmas are not suitable periods to realise stock and farm produce. The tenants are enabled to secure farms without finding securities or paying rents in advance.

32,558. You tell us that the average size of the farms is about 80 acres?—Yes.

32,559. Is there any consolidation of holdings?—No, none.

32,560. Are large holdings preferred to small ones?—Yes, they are.

32,561. You think the large holdings are preferred to small ones?—They are preferred to the small ones.

Mr. *Seebohm.*

32,562. By the landlord or the tenants?—I think it is both in the interests of the tenants and of the landlords.

Sir *John Llewelyn.*

32,563. You say "on sundry grounds"?—The tenants of small holdings, as a rule, are short of capital, and not skilled farmers, and in bad times they have nothing at their back.

32,564. What is the state of cultivation?—Labour is getting scarcer, and many neglect fences and ditches in consequence.

32,565. Is there any reclamation of land by the tenants?—Not that I am aware of.

32,566-7. Is the grass land increasing in comparison to the arable land?—There is now more land under grass than in former years.

32,568. I suppose a good deal less land is ploughed?—A good deal less land is ploughed; yes.

32,569. And it is laid down to grass?—Just so.

32,570. Who would be at the expense of laying it down in recent years?—The tenants do that, but beyond the cost of seed, the expenses are not very much in this country.

Sir *John Llewelyn*—continued.

32,571. Do you consider that the soil here takes kindly to the grass?—It does; it is not so foul as a rule as the English corn land where there are heavy looms.

32,572. Who does all the permanent repairs—the buildings?—The landlords keep the buildings in repair, and erect additional ones when necessary.

32,573. Do they provide water-supply?—Yes, by sinking or by gravitation.

32,574. Do you consider that any of the permanent improvements are made by the tenants?—It is a very rare occurrence.

32,575. Is the Agricultural Holdings Act known in the country?—No, it is never referred to in this district, so far as my experience goes.

32,576. You say that there is a custom of the country which is to refer any dispute to arbitration?—Is that a written custom or an unwritten custom?—It only refers to unexpended manures or unconsumed crops. I have never known it in any other case. Of course the manures remaining on the yards would be taken at a valuation of two farmers as a rule, I have known that. Beyond that I have not known anything referred to arbitration.

32,577. You say consent to the improvements is not asked because the landlords make them?—Exactly.

32,578. What is the custom of the country with regard to outgoing tenants?—The outgoing tenant is always allowed to dispose of his crops as he pleases, and the general rule is to sell all by auction.

32,579. Do you consider that it is a good plan to sell by auction?—It benefits the tenant. He makes the best of his produce when leaving. I should prefer myself if the tenancies were determinable at Lady-day instead of Michaelmas; thus the crops would be consumed, the land would benefit; but as they are at Michaelmas, it is an advantage to the outgoer undoubtedly to dispose of his crops to the highest bidder.

32,580. The unexhausted manure is paid for by the incoming tenant at a valuation?—Yes, that is so.

32,581. Has the tenant any right to dispose of his interest in the holding?—No, I always find a tenant, when wishing to leave, agreeably, giving up his farm to his landlord; that is my experience.

32,582. Do you believe in freedom of contract?—I do. Freedom of contract, I think, in the long run will work satisfactorily.

32,583. Is game preserved?—Winged game and hares are protected from poachers, but no birds are reared; rabbits are not numerous, and tenants farming under my principles kill rabbits without any restriction whatever, and a keeper is sent to assist them whenever requested.

32,584. There is not much game preserving?—Very little. It does not affect the crops at all.

32,585. Are there any offences against the game laws?—Those are very rare. I think I had one or two this year. For the last five

Sir *John Llewelyn*—continued.

years I have not had one. They would not average two cases in the year.

32,586. What about railway rates?—They are very high. There is a monopoly here with the Great Western, and there are general complaints of high rates for the carriage of produce and cattle, especially between here and the Midlands.

32,587. There is a butter factory, I think at Carmarthen, and the farmers are the principal shareholders?—We have one butter factory in Carmarthenshire with a capital of 1,000*l.* in 1*l.* shares, the majority being held principally by farmers a few of the landowners have subscribed for shares.

32,588. Are there many proprietary farmers here—freeholders?—There are a few, but they remain much the same.

32,589. Are the farms inherited, or are they farms that the sitting tenant has purchased?—There are some inherited, but a great many have purchased their holdings. If their holdings have been offered for sale, and they are anxious to retain occupation of the farms that they have held for many years, they purchase their holdings.

32,590. And you think that some of the purchase money has been borrowed when they purchased their farms?—In the majority of cases they borrow somewhere about two-thirds, and pay interest from 3¾ to 4 per cent.

32,591. How would freeholders be as compared to yearly tenants, would they be better off or worse off?—They are not so able to start their children in life. Yearly tenants are infinitely better off, and can do more for their children. This fact is now becoming generally recognised amongst farmers.

32,592. Do the children upon the tenant farmers' lands receive any wages for their work?—Not as a rule, except that they get pocket money and clothes and food.

32,593. If they do not get it directly do you think they get it indirectly?—They get a start in life which I think fairly meets the wages.

32,594. How about the hired labourers. I suppose like everyone else that we have heard you will say that the single labourers are housed on the farm premises, and the married ones in separate cottages?—That is so, and as a rule in this district they are all fed by the tenant farmer.

32,595. What would be the wages should you say?—As far as I can see they go from 8*s.* to 10*l.* per week. In addition to that they get a cottage and garden, manure, and potato land, and use of cart, making it up altogether generally to something about 15*s.* a week, I should think, if a man boarded himself.

32,596. I suppose you would agree with all the other witnesses, I think without exception, that we have heard, that the wages have rather tended to increase?—Oh, yes, I quite agree—there has been a considerable increase.

32,597. What sort of condition are the cottages in?—We have cottages on the larger farms on the dispersed holdings.

Sir *John Llewelyn*—continued.

32,598. Have they gardens attached to them?—Yes, always, and some of them have a little land to enable them to keep one or two cows.

32,599. Are they under the farmer or under the landowner?—They are generally held under the farmer. The object is to secure their services for harvest work at the current rate of wages.

32,600. Is there any migration of farmers' sons?—A few have gone to England. Large farms are limited in this country and the sons of the larger farmers have had to go to England before they could secure a similar class of farm.

32,601. The labourers go to the towns?—The labourers go to the towns and colliery districts. That is the general tendency.

32,602. What is your opinion as to the causes of the depression in the agricultural industry?—The causes of depression, in my opinion, are foreign competition, excessive and unfair railway rates, scarcity and increased cost of labour, adulteration of produce, the sale of foreign meat as British, distance from large centres.

32,603. Can you make any suggestions as to remedies?—Yes, I am going to offer a few suggestions. The first will be the marking of all foreign produce as such; prevention of adulteration; abolishing preferential rates for the carriage of all foreign produce over British railways; construction of light railways where needed; giving a premium to encourage wheat growing; more direct representation in the House of Commons for the largest industry in Great Britain. While the suggested Land Courts might give sitting tenants the right of having their rents judicially determined they would at the same time afford them an opportunity of selling their interests in the holding to the injury of the future tenant. Again, landlords would be merely possessors of a rentcharge and the mutually pleasant relationship between landlord and tenant would certainly be destroyed.

32,604. Then is the relation between landlord and tenant at present friendly in this district?—Most friendly.

32,605. Can you give us any particulars of the expenditure upon the estates you have referred to?—During the last nine years since my appointment to the agency we have spent on the Fynone estate as nearly as I can make out 3,150*l.* in repairing buildings which were at that time generally in good order.

32,606. In how many years?—Nine years; averaging something like 350*l.* a year.

32,607. Do you mind saying upon what income?—I have the income here.

32,608. What is the proportion; that will do. It has been suggested that those figures are not of much value unless one knows what the proportion is?—I have not worked out the proportion.

32,609. Is it 20 per cent.?—It is my wish, as well as that of my clients, to give every detail in our power to the Commission.

32,610. Thank you. You say 350*l.* a year upon an annual income of what?—The total expenditure will be 3,150*l.*. The total income—I exclude mineral property, and I exclude house

Sir *John Llewelyn*—continued.

property—the total income in Pembrokeshire and Carmarthenshire would be 5,300*l.*

Professor *Rhŷs.*

32,611. Is that in one year?—That is the total rental.

32,612. Each year?—Each year.

Sir *John Llewelyn.*

32,613. And the average outlay is about 350*l.*?—Yes.

32,614. That is 10 per cent.?—Roughly.

Mr. *Grove.*

32,615. 350*l.* on the whole of the 5,300*l.*?—That is so.

Sir *John Llewelyn.*

32,616. What can you speak of as to the family succession in tenancy. Is it the custom that the tenancy goes down from father to son?—In the case of the majority of the tenants their families have held their farms for generations. The rule has been to select the nearest suitable relative; failing that another tenant's son has preference over any outside applicant. It is the exception, not the rule, to have outsiders on the estate at all.

Mr. *Brynmor Jones.*

32,617. Have you had occasion to give notice to quit to any tenant lately?—Not lately.

32,618. Within the last two or three years. I am thinking of Mr. Evans, of Posty. Is not that on Mr. Colby's estate?—Mr. Evans left of his own accord. If you will allow me, perhaps, I will explain who I found in that farm, and I will bring it down to the present day.

32,619. Is not that Mr. Colby's signature [*handing a notice to the witness*]?—I do not deny the notice, but I think it is only fair that I should be allowed to explain.

32,620. You shall explain presently. That is the notice, is it?—That is the notice to quit, but this notice was served with the object not of quitting the tenant. It has a little printed leaflet attached to it. It runs thus: "It has "been decided to rent all the farms and lands "on the above estate free of tithe, and in order "to arrive at an amicable arrangement with "regard to future rent it was necessary to serve "notices to quit." You will find that attached to the notice.

32,621. Is that also Mr. Colby's handwriting [*handing another notice to the witness*]?—It is.

32,622. That is a year later, I think?—Quite right.

32,623. What is the explanation of that notice to quit?—Nine years ago I found Mr. William Evans the tenant on this farm. Mr. William Evans took the farm of Bletherston; that is William Evans, the father.

Mr. *Brynmor Jones*—continued.

32,624. He entered, I think, on the 27th February 1858, did he not?—William Evans was there nine years ago. I do not know anything beyond that. Then he took Bletherston, and desired me to secure the tenancy of Posty for his son, J. M. Evans. I made the application, and the late Mr. Colby, who was then owner, agreed to the son having the farm. He held it for some years.

32,625. Was that under an agreement dated 20th August 1888?—Very likely.

32,626. Is that the agreement [*handing same*]?—That is the agreement. Before the tenancy was entered into Mr. Colby died, and his son succeeded to the property. Therefore the letting to him was strictly in the present Mr. Colby's name. Mr. J. M. Evans took the farm of Bletherston his father having purchased another holding, Bletherston being a much larger and a better holding than Posty. He desired to give up Posty, and the notice that I served upon him was a formal one, having had intimation that he wished to give it up. He suggested at the same time my letting the farm to his brother. His brother's application was submitted. He being a mere boy, single, Mr. Colby did not feel disposed to let him the farm. Therefore, we did not turn out Mr. J. M. Evans from Posty, but he went himself, the notice being a formal one.

32,627. I do not understand what you mean by a formal notice. It had a distinct legal effect, had it not; it is in the usual form?—But Mr. J. M. Evans had left the holding. He had taken Bletherston. He was in Bletherston at the time so he could not hold Bletherston and Posty.

32,628. Why not?—Well, he told me that one was as much as he could manage. He said he could not stock them both himself.

Mr. *Griffiths.*

32,629. A man who bought a farm for 13,000*l.*?—I mean the son; I am not dealing with the father.

Mr. *Brynmor Jones.*

32,630. Let me see that I am perfectly clear about it. The father entered as far back as 1858 on the farm called Posty?—Yes, I think that was so.

32,631. I have the agreement here. I do not know whether you know the signatures?—That is going back 35 years. I have not seen that at all. I cannot give evidence about that.

32,632. The father was tenant from year to year down to 1858 from some time that you do not know?—He was there till my time.

32,633. Then did the father die or move to another farm?—He moved to another farm.

32,634. Then his son J. M. Evans enters under the agreement of 1858?—Exactly, but then J. M. Evans went away to the same place as the father did when he left Posty. Then we let the farm to a new tenant. I should not have given

Mr. *Brynmor Jones*—continued.

him notice if J. M. Evans had had any wish to remain at Posty. It was he himself gave me the intimation that he wished to give it up because he had taken Bletherston.

32,635. But he also wished his brother to become tenant, did he not, of Posty?—Oh, yes, naturally.

32,636. Is it not the fact that what you virtually did was this, that you enforced this provision 8 in the agreement—"Also will not "during the continuance of this demise, hire, "occupy, carry on, or be concerned in occupy-"ing or carrying on any other farm or lands "without the previous written consent of the "said landlord, his heirs or assigns, but shall "make the dwelling-house on the said farm his "usual place of residence?—I did not enforce that because J. M. Evans left of his own accord and he did not wish to keep on the two. I fail to see that I enforced it under the circumstances.

32,637. When did he tell you that he wished to leave the farm?—After he took Bletherston. It was after the sale.

32,638. Has he made any complaint since?—Mr. J. M. Evans.

32,639. Yes?—May I ask about what.

32,640. About being turned out?—No.

32,641. I am only anxious to get at the facts it is very likely there is nothing in the complaint, but I understood from something said by one of the witnesses at Haverfordwest that he had complained?—Oh, no, J. M. Evans I have always found very very nice and we have been always on friendly terms both after he left and before.

See 31,013–43

Sir *John Llewelyn.*

32,642. Are Posty and Bletherston very large farms?—Posty is 103 acres Bletherston, I suppose, would be more than double that.

Mr. *Brynmor Jones.*

32,643. You have never received any complaint from him, then, since he left the farm?—No. Of course he was particularly anxious that his brother should have the farm.

32,644. Was any compensation paid to him?—No, he never claimed any compensation from me. I am not quite sure whether he did or not. I am not quite clear about that; but the ingoing tenant paid him for some things—all the improvements belonging to him, I believe the manures and liming—the unexpended manures—were settled by valuers.

32,645. I understood from something said at Haverfordwest by one of the witnesses——?—I have nothing to conceal.

32,646. I am sure you have nothing to conceal. I was only asking a series of questions upon that case. That is all I wish to ask you, thank you.

Mr. *Griffiths.*

32,647. How long had Mr. William Evans been tenant of this farm, can you tell us?—I do not know. I cannot go back further than nine years. I found Mr. William Evans there.

32,648. I think Mr. Brynmor Jones read the date as 1858?—Of course I was only born about a year or two before that.

32,649. But I thought you being agent of the estate would have seen the agreement?—Neither Mr. Colby nor his father had occupied property at that time, so we have no books to refer to.

Mr. *Brynmor Jones.*

32,650. The agreement I have handed to you, which is signed by you, David Thomas, is the original, is it not?—Yes, it is my agreement.

32,651. And there is a counterpart of it, I suppose?—Oh, yes, I have got it.

32,652. Do you stamp the counterpart?—I stamp the counterpart always.

32,653. It struck me, because none of the agreements before us are stamped, and I did not know whether it was an omission?—I always stamp the counterpart.

Mr. *Griffiths.*

32,654. Did Evans never complain that you were dealing hardly in turning him out of that place?—He could not.

32,655. He could not?—No, he could not do that.

32,656. Did Mr. Colby do all the buildings on that farm?—There was nothing done during my time. When I was appointed those buildings were in very good order.

32,657. But who put them in that order?—I could not say. I heard Mr. Evans say that he had put up some little things; but after he had left I found the buildings in a very deplorable state. It cost the landlord a good deal to put them in order for the new tenant.

32,658. He had done all the carriage for all the buildings that had been there, had he not?—It is a custom on the estate to do so, and the tenants I always find agreeably doing it.

32,659. All the carriage was done for a cow-house for 12 cows, and for a calves' house, and two pigstyes, hauling of timber from Blackpool, 7 miles; slate, 5 miles, stones, 1½ miles; cart-house and loft above?—Mr. Evans held other land besides Mr. Colby's, and I believe he put up some extra buildings to meet the requirements of that land.

32,660. On what farm?—On Posty, on Mr. Colby's; but he put up, I believe, more than was necessary to manage the amount of land that belonged to my principal.

32,661. That is very doubtful?—Of course I give that as my opinion.

32,662. At an estimate the value of that was considered to be 36*l.* Then the house was renewed in Evans' time, was it not?—I do not know. I believe there was an addition made to the house at some time. Of course that is evident by looking at it—one room extra built.

Mr. *Griffiths*—continued.

32,663. To the amount of 126*l.*?—I do not know who paid for it.

32,664. Mr. Colby allowed 66*l.* for that.

Sir *John Llewelyn.*

32,665. Are you asking that as a question, or are you stating that?

Mr. *Griffiths.*

I am stating that.

The *Witness:* Would you kindly tell me which Mr. Colby did that?

Mr. *Griffiths.*

32,666. I should think it was Mr. Colby, senior?—We have had three to cover the last 50 years. We have the present Mr. John Vaughan Colby, his father, the Reverend Robert Colby, then the late Mr. John Colby. Of course I have only acted for the two former.

32,667. Are you aware that it was Evans who built the wall in front of the house?—I am not.

32,668. At a cost of 5*l.* Are you aware that it was he who built the large wooden shed, he being only allowed the slates for it?—Mr. Evans has not built anything to my knowledge except what he has told me himself. I cannot prove that he did anything at all. I wish to be accurate, but I really cannot go into that.

32,669. Also a coach-house and closet in garden, and extending the garden to twice its size, and improvements on the farmyard—all that at an expense of 36*l.*?—I have no means of verifying that.

32,670. Are you aware that he planted an orchard with 50 trees?—No.

32,671. You were never told any of these things?—Possibly I was told—I cannot say. I have no distinct recollection. It is quite possible though.

32,672. I should be very loth to leave a place where I had laid out so much money, without telling my agent what I had done?—If I had had these questions a few days ago, I might have been able to look up the thing. Of course I have a lot of work to do, and I cannot carry every little detail in my mind.

32,673. Did he ever ask your consent to remove those trees?—Now that you ask me the question, I am inclined to think he did.

32,674. Do you know if he did any draining on that farm?—I have no recollection of his even telling me that.

32,675. Was there any compensation whatever for draining four acres of moor at a cost of 20*l.*?—There was no draining done in my time.

32,676. The draining was done before. Did you happen to see any manure about—any compost—any mud that had been carted from the field?—Yes, I heard him say so.

Mr. *Griffiths*—continued.

32,677. Was there much done in that way?—What is usual on farms of that size. They consume their crops on the yard, and naturally manure would result from the consumption of the crops.

32,678. Are you aware that he carted about 100 loads of stones from Rosebush?—No, that, again, is before my time.

32,679. Are you aware that he built three calves' cots at rear of cowhouse?—I am not.

32,680. Are you aware that he built a stable?—No. Of course I may say at once that I am not aware that he has done anything in the way of improvements that I can prove, because he did nothing during my time—during the last nine years.

32,681. Then slates, stones, and lime, all the labour he did himself at a cost of 35*l.*

Sir *John Llewelyn.*

32,682. You are asking this as a question, I presume?

Mr. *Griffiths.*

Yes.

Sir *John Llewelyn.*

Then let us have the answer, please.

The *Witness:* I am not aware of it.

Sir *John Llewelyn.*

32,683. May I ask, upon this, how long it is that you can speak to of your own knowledge?—Nine years.

32,684. Could this have happened without your knowledge during those nine years?—Oh, no.

Sir *John Llewelyn.*

Probably the questions apply to something prior to that time; is that so, Mr. Griffiths?

Mr. *Griffiths.*

Oh, yes, I think so. Some undoubtedly do.

The *Witness:* Then without previous notice it would be very difficult for me to verify any of them.

Mr. *Griffiths.*

32,685–6. Could you give us the present rent of Posty?—Yes the present rent, which includes the tithe rentcharge, is 120*l.*

Mr. *Brynmor Jones.*

32,687. It appears to have been let at 100*l.* in 1858?—Nine years ago it was let at 105*l.* with 10*l.* tithes; that would make 115*l.*

Mr. *Griffiths.*

32,688. I thought you said just now that you have no penalising clauses on this estate?—I did not say that.

32,689. Or that they were never carried out?—No, never.

32,690. Do you not think they are rather severe?—I do not think there is any danger of any such thing happening.

Mr. *Brynmor Jones.*

32,691. This is the clause Mr. Griffiths is referring to: "And also paying the increased "rent of 20*l.* on the 29th day of September in "each year for every acre, or part of an acre, of "the fields mentioned in the schedule hereto, and "also of any ancient meadow or pasture ground "which the tenant shall plough or break up "without the previous consent in writing of the "landlord," and so on?—That is for the benefit of the future tenant. The breaking up of old pasture is a very serious matter indeed for the future tenant, but I have never had occasion to enforce it, although that agreement is in the hands of many hundreds of tenants.

32,692. There is a subsequent clause, clause 5, which says that the tenant is not to "plough, "break, or convert into tillage more than 20 "acres of the hereby demised land or plough, "break, or convert into tillage any pasture or "grass land after a notice to quit shall have "been given as aforesaid, nor will, during the last "year of this desmise, mow more than 30 acres "of lay and seed hay combined without first "obtaining a written consent from the land-"lord, and for every breach of these covenants "shall pay to the landlord, his heirs or assigns, "the rent or sum of 10*l.* per every acre"?—I do not think you will find that in my revised copy.

32,693. Yes, it is in the copy you handed in?—I beg your pardon. You are right.

32,694. It does not say 20 or 30 acres, but there is a penalty of 10*l.* for a breach of clause 5?—Exactly, yes. The 20 acres was the quantity of land: there was a blank and that was filled in by the tenant himself.

Mr. *Griffiths.*

32,695. What really was the reason you would not accept this young man as a tenant. The father had been about 40 years on the estate. What really was the reason?—He was too young, and unmarried.

32,696. But he had his father and brother living near him?—Well, he had his father.

32,697. They could assist him the same as the other son?—No doubt.

Mr. *Brynmor Jones.*

32,698. Both those defects you mention could easily have been cured?—But we had such a large number of applications for this farm.

Mr. *Griffiths.*

32,699. But why should you have refused him. If a tenant's son applied for a farm, is it your custom to go and ask the whole neighbourhood to tender for that farm?—But we put in a far better man.

32,700. I very much doubt it. I know both of them very well—I very much doubt it—this was a man who could pay 13,000*l.* for a farm?—I think we put in one of the best farmers in Pembrokeshire.

32,701. Would you kindly tell me by whom he was recommended?—I could not tell you now, but I knew the man very well myself. I knew him personally. I knew the family.

32,702. Do you not think it is a great hardship to turn the farmer's son out of a farm where so much has been expended?—We did not turn him out. We simply declined his application, and elected another man who we considered would make a far better tenant.

32,703. You turned the man out who was on the farm—you gave him notice?—No, he turned himself out.

32,704. Did not he apply for the farm?—He applied for the farm.

32,705. Of course he did, and you gave preference to another, and turned him out and had another tenant?—I did not turn him out. I selected what I considered a more suitable tenant.

32,706. Is it a good custom to let farms by tender?—I do not think so. I disapprove of it. We did not let it at the highest tender. We let it at the lowest tender.

32,707. I did not say the highest tender?—The one we selected was the lowest tender.

32,708. But you have not given us the real reason why this young man was turned out of the farm. His father could have paid for the farm if he could not?—I do not doubt that.

32,709. Why did you not do the same thing as you did in the former case when Mr. William Evans took the farm; he had his father to sign the agreement along with him; why could not you have done the same thing along with him?—I did not wish it. There was sufficient security; the landlord was sufficiently protected.

32,710. It is a great hardship—it is considered in our district a great hardship?—I fail to see it myself.

32,711. I have just one other question. With regard to the preferential claim of the landlord, what is your custom generally there?—My custom.

32,712. Do you approve of the landlord having the preferential claim?—Yes, I have given evidence upon that. I do.

32,713. On what ground?—It enables the tenants to get more time to pay their rents. They are enabled to keep their stock until they meet with suitable fairs. I often find the tenant not turning up on the rent day, although it is three months after time, and then he says: "I "have got some fat beasts in the house; if I "must pay up the rent, I will take them to "market to-morrow, but if you will allow me "to have another fortnight or three weeks, I "shall get better prices; then they will be "prime." I always allow that.

Mr. *Griffiths*—continued.

32,714. But do not the tradesmen do the same thing if a farmer comes and asks for more time to pay?—I am speaking in the interests of the tenant farmers. I am not studying the tradesmen. The advantage to tenant farmers, I say, is that the preferential claim should be continued.

32,715. You have lately had one of your tenants in the Bankruptcy Court, have you not?—That is so; but the cause of bankruptcy was not connected with agriculture. He traded very largely in butter, cheese, and seeds, and he contracted a loss, I believe, of something like 1,100*l.* in Glamorganshire some years ago. That was the cause of insolvency.

32,716. Would you kindly give the Commission the amount of his liabilities?—I do not know what they were.

32,717. I think you were at the Court?—I was, but I do not remember. Of course I wish to be accurate.

32,718. I am not sure myself, but I think it was something like 4,000*l.* or 5,000*l.*?—Possibly.

32,719. There was a writ issued against him, was there not?—Yes, there was.

32,720. By an outsider, not by the landlord?—No.

32,721. And a sale was advertised?—That is so.

32,722. But it did not take place?—This is so. The sheriff was in possession.

32,723. Was he in possession on behalf of the landlord?—No; Ward, of Bristol.

32,724. But the sale was stopped by you, was it not?—The sale was stopped, because I had given notice of non-payment of rent to the sheriff.

32,725. With regard to the rent, how much was he in arrears?—One year and a half: one year was payable, but the half was not payable until the following January.

32,726. But do you not think it makes to the prejudice of the rest of the creditors that you should allow him to go on in that way?—I could not very well help myself. Possibly I was a bit too lenient. He begged very hard. He was a respectable man. I did not know he was so deeply involved. He assured me that the landlord would have every penny if I allowed him time. In fact he was promising every month. He used to make special journeys to urge me not to take proceedings against him, and I knew Mr. Colby would be very reluctant to unduly press him, or put in any distress unless he was compelled to.

32,727. You cloaked him by leaving the stock upon the farm to the prejudice of the rest of the creditors?—I never interfered with the stock at all.

32,728. Did you not sell the stock?—Yes, but I did not protect the stock, or in any way ask him to keep the stock on the land, or anything of that kind.

32,729. Did you get all the money that was due?—I have had it, but there is a question I believe pending, as you are probably aware.

Mr. *Griffiths*—continued.

32,730. You got all that the law allowed you, at any rate?—Yes.

32,731. How much remained after?—Above paying the landlord.

32,732. Yes—I mean for the rest of the creditors to the extent of the 4,000*l.* or 5,000*l.*?—Something like 20*l.*, I believe.

32,733. Would that be sufficient to bring the case through the Bankruptcy Court?—He did not file his own petition so he had nothing to pay; I believe a creditor filed his petition for him. He did not seek the protection of the Court, as far as I understand.

32,734. It was no use, was it?—No, not much use.

Mr. *Richard Jones.*

32,735. Are the farmers on the estates with which you are connected able to pay the rents—they are not in arrear?—The arrears are very trifling indeed. They would not be a quarter per cent. they are very trifling. On most of the estates there are no arrears at all.

32,736. What voice have you in the determination of the abatements made on the different estates?—I advise my clients as to the amount of the abatement to be given. I might say this, that during the last nine years I have not had a single request from a tenant on any estate for abatements. We have always spontaneously given it, and named the amount, and it has always been most acceptable. In fact on some estates they have sent in a kind of testimonial or memorial to show their appreciation of the kindness and the liberal allowance that has been given them. We generally give them as much previous notice as we can.

32,737. Your advice is generally acted on by your client?—Always.

32,738. Do you make the abatement on any well-defined principle?—I try to make it as liberal as possible.

32,739. According to the price of produce and stock?—Exactly—having regard to that at all events. I do not work it on a scale or on a principle.

32,740. But you consider that it is adequate for the necessities of the case?—Well, I do not think it meets a year like the last one, but it goes a long way towards keeping the tenants up. It cheers them up, and helps them to make that little which possibly they may be short in their rents.

32,741. You say that if a Land Court was established, the tenant when he left the farm would be able to sell his interest in the holding, and that the succeeding tenant practically would have to pay a competition rent; but that would not follow of necessity, would it?—Well, it would give them that opportunity.

32,742. No, it depends entirely upon legislation. Are you acquainted with the Crofters' Act in Scotland?—I am not.

32,743. Under that Act a tenant is not able to sell his interest in the holding; he is able to bequeath his interest to the nearest relative; it

Mr. *Richard Jones*—continued.

does not follow of necessity that he is able to sell his interest in the holding?—But I fail to see how legislation could prevent it being done.

32,744. But it has been done?—As you are aware, there many ways of bequeathing—bequeathing for a consideration, and many ways of selling—many ways of evading the Act. I fail to see that a sitting tenant would be prevented from selling his tenancy to the highest bidder. That would cripple the future tenant, undoubtedly.

32,745. If a tenant bequeaths his holding to his nearest relative, I should hardly think that he would sell his interest at a competition value to the nearest relative. I hardly think that would be a likely thing to do?—Well, there are two ways of looking at that. A man may not have any relatives, or if he has any relatives, I think he would treat himself first, rather than consider his relatives.

32,746. This is the clause: "A crofter may "by will or other testamentary writing bequeath "his right to his holding to one person being a "member of the same family, that is to say "his wife, or any person, who, failing nearer "heirs, would succeed to him in case of in-"testacy, herein-after called the legatee, subject "to the following provisions: (*a.*) The legatee "shall intimate the testamentary bequest to the "landlord or his known agent within 21 days "after the death of the crofter unless he is "prevented by some unavoidable cause from "making intimation within that time, and in "that event he shall make intimation as soon as "possible thereafter." So that I hardly think what you fear would be likely to happen?—Is that compulsory?

32,747. Yes, it is compulsory?—I mean that clause; is he compelled to bequeath it when he wants to dispose of his holding?

32,748. No. It is not compulsory on him to to bequeath it. He can give it up without bequeathing it?—Or to anybody else?

32,749. Or to anybody else?—I think you would find that tenants would consider themselves first.

32,750. I do not see how under this clause he has the power of selling his interest in his holding?—Human nature is such——

32,751. I think the law has been made so stringent as to prevent human nature having its own way?—I believe such are the results in Ireland.

32,752. Oh, yes, I know. Free sale operates in Ireland, under the Irish Act, I know that?—And that, of course, cripples the future tenant, and that is the person who I am particularly anxious should not be crippled.

32,753. I think that is one of the weak spots in the Irish Act?—Certainly, so I hope it will remain there, and not come nearer.

Mr. *Richard Jones.*

32,754. But, perhaps, the Crofters' Act might do something.

Mr. *Grove.*

32,755. Have you made any permanent reductions in connexion with these estates?—A few, but limited.

32,756. When you make abatements, is notice given to the tenants that such abatements will be made?—Yes, we give the notice as soon as we have determined what to give them.

32,757. May I ask how long that is before the rent day; is it just about the rent day?—Sometimes it would be three months, sometimes it would be 12 months. We determined on Mr. Colby's estate for the whole year, and gave an intimation at once. That was, before the payment of the first half year, they knew what was to come in the second. On another estate, some years ago, we determined it for three years, increasing the abatement for the three years, that is each year.

32,758. Is there sufficient labour upon the land, do you think, or would it carry profitably more labour than could be got now?—I think it could carry more.

32,759. Do you think it is shortness of cottages in any sense that brings that about, or do you think there are sufficient cottages?—No, it is the tendency of labourers going into the colliery districts and into the towns.

32,760. But how are the cottages. Are the farms well provided with cottages?—I think they have sufficient number, but they might be of a better class.

32,761. Is the tendency to improve cottages on the estates that you manage?—That is the tendency, especially when new ones are built on modern architecture.

32,762. You speak of the railway rates being excessive and unfair. You mean, I suppose, local railway charges as well as the preferential railway rates to foreign produce, do you?—Yes, I say that foreign produce should not be carried over British railways at a lower cost than would be charged the Britisher.

32,763. That is a question of preferential rates, but what about the local rates?—Cattle and horses from this district are generally taken to the midland counties. The rates are very high. There is a monopoly, and we are at the mercy of the railway company. The amount that is in excess, of course, is taken out of the price paid for the produce or for the animals, and therefore the producer is the person who suffers the loss.

32,764. But you do not know of any case where the railway companies charge more than they are legally entitled to, I suppose, under the recent legislation?—I could not give you a case.

Sir *John Llewelyn.*

32,765. There are three questions handed in by Mr. Vincent. "Can you give me an idea how much in Pembrokeshire is owned by or let to the Evans family"?—I could not say.

32,766. "May I take it that your view is that "in making an agreement with a tenant, your "business is to see to the interests of landlord

Sir *John Llewelyn*—continued.

" and tenant, and that outsiders may take care " of themselves "?—Yes, that is so.

32,767. " Do not other creditors know the " existence of the preferential claim quite well, " and therefore give credit at their own risk "? —Perfectly well. The landlord gets naturally something like 2½ per cent., whereas the trade creditor on account of the risk, gets from 15 to 25 and 30 per cent.

Mr. *Griffiths.*

32,768. I have one other question to ask. Did you not have those claims before you, before you sent the tenant away—before he left?—Do you mean at Posty?

32,769. Yes?—I had a claim; I had a paper containing a claim.

32,770. I thought you said just now that you knew nothing about them?—Of course you give them specifically and I cannot say. I remember having a claim, but its nature at the present moment I cannot say. The whole matter was referred to the ingoing tenant.

32,771. But the claim was not on the ingoing tenant, the claim was upon you?—Of course there was nothing done in my time and I did not admit the claim.

Mr. *Griffiths*—continued.

The witness withdrew.

Adjourned for a short time.

Reverend PETER PHELPS called and examined.

Sir *John Llewelyn.*

31,823. 32,772. You wish to give some rebutting evidence I believe upon what was said yesterday. Will you give it as shortly as possible, confining yourself to the point that you desire to clear up?—Yes. John Morgan, a brother-in-law of a tenant of mine called Carey George, stated I believe at Letterston yesterday, that I gave him notice to leave, because he refused to sign a petition against the Suspensory Bill. That is in the " Western Mail," and that brought me here. I wish to deny that. I let him the farm, about seven years ago on a lease of 21 years. He went in before he signed the lease, and after he went in he refused to sign it.

32,773. He refused to sign what?—To sign the lease for 21 years. Then, after he was there for 12 months I saw he was not a tidy person, and I thought to bring him to terms, I would give him notice to leave. After I gave him notice to leave he began to plough up some of the meadows. Rather than go to law I agreed on certain terms for him to continue as yearly tenant. He did so, and he was there for four years. He was so bad a tenant that for two years I thought of giving him notice; I have one witness here—and I could bring half-a-dozen neighbours—to say that I intended him to leave last Michaelmas twelvemonth; but they asked me to give him another chance to improve. After I gave him new gates he would not put them up; when he left all the slops were open.

32,774. Do I understand you gave him some new gates?—Yes, I gave him new gates, and he would not even take the trouble to hang them up.

32,775. Your reason for giving him notice was not because he declined to sign a petition against the Suspensory Bill, but because he declined to sign the lease?—No: I beg pardon. He signed an agreement afterwards as a yearly tenant.

Sir *John Llewelyn*—continued.

32,776. Then it was because he was a bad farmer?—He was a bad farmer—a pig of a farmer. His father-in-law used to supply stones for the parish, and he used to spend the best part of his time breaking stones to sell, instead of working on the farm. I have a witness here and I could have brought half-a-dozen to corroborate what I say. I would have made him go last Michaelmas twelvemonth if a neighbour of mine had not asked me to give him another chance for another year.

32,777. Is there any other point that you wish to state to the Commission?—No.

Mr. *Grove.*

32,778. Was there a petition for or against the Suspensory Bill about that time?—Yes, there was.

32,779. Do you know whether he was asked to sign it?—I believe he was asked.

32,780. And he refused?—I was told he did refuse.

32,781. Are you the rector or the vicar of the parish?—I am vicar of the parish.

Mr. *Seebohm.*

32,782. You deny that it had anything to do with the notice to quit?—Nothing whatever. I should like you to call my witness——

Sir *John Llewelyn.*

32,783. Oh, no?—He would corroborate what I say, and I could have brought half-a-dozen.

32,784. There is no necessity for it. You state as a matter of fact, that you have others who can substantiate what you say?—Yes, and one is present in Court now.

The witness withdrew.

Mr. J. E. VINCENT recalled and further examined.

Witness.

I hand in a statement of abatements, reductions, and observations as to history of rents in Pembrokeshire, so far as they are known to me. The source of them I think is already known to the Commission. I have it here for the most part, but some of it is contained in letters, which can be produced if the Commission desires.

Sir *John Llewelyn.*

32,785. You will give us further details if necessary?—Any details you like.

32,786. Have you summarised these?—Do you mean for the whole of Wales?

32,787. Yes?—No. What I propose to do about that is this. I ought to have explained this before. The statement I now hand in is as to Pembrokeshire. It will be found when the whole lot of my tables of abatements have been handed in, that they all come up to something like March 1893, because I thought it would be better to keep them all to the same date. Then, towards the end of the labours of the Commission, I propose to bring the whole lot of them up to date—at one date.

32,788. The question I asked was, whether you had summarised them?—No, I have not codified the whole lot, but I will if the Commission desire.

[*The witness handed in the following statement.*]

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Rev. Canon Allen, Porthkerry, Barry	Blackalden (in Pembroke and Carmarthen, 750 acres).	I have made abatements from 4 to 7½ per cent. in bad years.	No. All are to the best of my knowledge and belief reasonably low.	——
George Baugh Allen, Albert Terrace, Regent's Park.	Cilrhiw (580 acres)	March 25th 1880, 5 per cent.; September 29th 1885, 15 per cent.; March 25th 1886, 15 per cent.; September 29th 1886, 15 per cent.; March 25th 1887, 10 per cent; September 29th 1887, 10 per cent.; March 25th 1888, 10 per cent.; September 29th 1888, 10 per cent.; March 25th 1889, 10 per cent.; September 29th 1891, 15 per cent.; March 25th 1892, 15 per cent.; September 29th 1892, 20 per cent.	I have not since 1877 permanently reduced any rents.	There has been no increase in rent for 50 years, with the exception of a slight increase from 223*l.* to 275*l.* on the expiration of a 30 years' lease following on a 20 years' lease.
Hy. George Allen, Q.C., Paskeston, Pembroke.	Paskeston (440 acres)	Abatements have been granted on half-yearly rents (not uniform) ranging from 10 to 20 per cent. I think nearer the latter amount.	Permanent reductions, since I bought the property at the close of 1879, have been made, which reduced the rental from 530*l.* to 426*l.*	——
James Bevan Bowen, Llwyngwair.	Llwyngwair. (In Pembroke, Cardigan, and Carmarthen, 3,303 acres.)	In 1885, 1886, 1887, and 1888, I returned 10 per cent. to tenants. In 1891, 5 per cent., and in 1892, 10 per cent.	In 1885 I reduced 15 per cent. on two large farms permanently, and again in 1890 on another farm because the tenants depended so much on corn, the lands being dry and less adapted for permanent pasture than most of the land in the Pembrokeshire district.	I came into the estate in 1856 (37 years ago), and am not aware of any increase of rent during the preceding 12 years. There has been no increase since.
Thomas Harman Brenchley, Glaneirw, Cardigan.	Farms in the parish of Dogmaels.	From July 1886 to Jan. 1888 I gave 7½ per cent.; in 1889, 5 per cent.; Jan. 1893, 5 per cent.	In 1880 I reduced rent of principal farm 30*l.* per annum from 270*l.* to 240*l.*	——
Mrs. Brigstocke, Blaenpant, Boncath.	Blaenpant. (In Pembrokeshire and Cardiganshire, 4,900 acres.)	In 1879, 10 per cent. from the Michaelmas rents; in 1881, 10 per cent. from the Michaelmas rents; and from 1885 to the present time, 10 per cent. from every half year's rent.	I have permanently reduced the rents of three farms, one to the extent of 50*l.* a year; another 15*l.*, and another 5*l.*	The estate has never been re-valued as a whole. There have been some increases of rent on change of tenancy.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Mrs. Brook, The Croft, Tenby.	Ivy Tower, (Between 900 and 1,000 acres,)	In 1886, 1887, and 1888, 10 per cent.; 1889, 5 per cent.; 1892, 10 per cent. —in a few cases, 5 per cent.	I have not permanently reduced any rents since 1877.	Part of the estate has been valued within the last 50 years, and is now let on that valuation.
Earl of Cawdor, Stackpole Court, Pembroke.	Stackpole, Wiston, Walton and Burton. (In Pembroke, Carmarthen, and Cardigan, 70,000 acres.)	For three years from Lady Day, 1885, to Lady Day, 1886, allowances of 15 per cent. were made to the farm tenants. For one year, from Lady Day, 1891, the tithes have been allowed being about 7½ per cent. For the present year, from Lady Day, 1892, the tithes are again allowed and an additional 10 per cent. out of the rents.	No permanent reduction of rents of any consequence up to the present time. Now a few trifling reductions are proposed.	All the estates were valued about 30 years back; and the rents were increased by re-lettings, about 5,000 a year.
Major J. V. Colby, Rhosygilwen, Boncath.	Ffynone. (In Pembroke and Carmarthen, about 10,000 acres.)	In 1886, 10 per cent. was allowed; in 1887, 10 per cent.; first half year of 1888, 10 per cent., second half year of 1888, 5 per cent.; last half year of 1891, 10 per cent.; last half year of 1892, 10 per cent.	Reductions have been made in a few cases where farms were purchased with high rentals. The rental of the original estate has not been altered for several generations.	In the last 50 years there has been no re-valuation; nor have rents been raised.
Baron de Rutzen, Slebech Park, Haverfordwest.	Slebech. (5,000 acres.)	I have returned 10 per cent. for the last two half years.	I only succeeded to the estate about three years ago, and have only permanently reduced the rent of one farm since.	The estate has not been re-valued during the last 50 years, nor have rents been raised in the period.
Erasmus Gower, Castle Malgwyn, Boncath.	Clynderwen, Glandovan, Castle Malgwyn. (In Pembrokeshire and Carmarthenshire, 2,360 acres.)	1890, Lady Day, 5 per cent.; 1891, Lady Day, 5 per cent., Michaelmas, 5 per cent.; 1892, Lady Day, 10 per cent., Michaelmas, 5 per cent.	I succeeded in 1884, and have made reductions of 6 per cent. on two farms.	Rents have not been raised to my knowledge during the last 25 years, except on one farm held on a 21 years' lease expired in 1885. In this case the tenant sublet about half the farm for 1*l.* less than the total rent Most of the sub-tenants have continued on their holdings, and the remainder of the land is let as a separate farm.
Major Parry Hughes and Mrs. Hughes, Allt-Lwyd, Aberystwith.	Allt-Lwyd and Mabws. (In Cardiganshire and Pembrokeshire, 3,500 acres.)	In some cases 5 per cent.	All rents have been permanently reduced. Some instances: — Farm, 140*l.* per annum for 50 years, reduced to 90*l.* present rent; farm, 180*l.* per annum for 50 years, reduced to 130*l.* present rent.; farm, 290*l.* per annum for 40 years, reduced to 230*l.* present rent; and other farms have been reduced 10*l.* and 5*l.* per annum. These farms are upon the Allt-Lwyd estate corn land and were let by my father about 45 years since. No rents have been raised by me.	The Allt-Lwyd estate was re-valued five years since, the old rents were reduced 15 per cent.
Edward Laws, Tenby.	(800 acres) - -	I have granted abatements of 10 per cent in 1891, and 15 per cent. in 1892.	—	—
Henry Leach, Corston, Near Pembroke.	Corston. (1,800 acres.)	Abatements have been made in a few cases only.	Since 1877 rents have been reduced, though only in a few cases, about 10 per cent.	The rents, except in a very few cases of new lettings have not been altered for 50 years, possibly much longer. The estate has *never* to my knowledge been re-valued for rental, as a whole, within the last 50 years. I have, at different times, had valuations made for my own information, but not with a view of altering rents. The valuations in all cases exceed the rentals, some as much as 20 per cent.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Mrs. Lewis, Clynfiew, Boncath.	Clynfiew. (In Pembroke, Cardigan, and Carmarthen, 4,870 acres.)	Abatements have twice been granted. 10 per cent. was given on the rents payable Michaelmas, 1885, and Michaelmas, 1892. Reductions have frequently been made at other times during this interval in *individual cases.*	A slight reduction has been made in the case of two farms, 5*l.* a year each.	The estate has not been revalued for *purposes of rental*, but in 1888 a competent local valuer went over the whole property for the purpose of inspecting the state of repair and cultivation; of rearranging boundaries, and re-adjusting values where necessary. The estate was at that time very unequally let, and the valuer advised a reduction in some cases and an increase in others. His recommendations were followed, but the rents were not raised to the figures mentioned by him in any one case, and in many cases no change was made at all. The nett result of the valuation was a slight increase of the estate rental.
Bishop of Llandaff	Henllan Grove. (In Pembroke and Carmarthen, 3,500 acres.)	In 1886, 1887, 1888, and 1893, I returned 10 per cent. I succeeded to the properties in the year 1886.	Since 1886 I have made reductions in eight instances on the Henllan estate, amounting to the annual sum of 115*l.* On the Grove estate reductions have been made in six instances amounting to the annual sum of 120*l.*	The estate has not been revalued for the last 50 years as far as I am aware. I have not raised the rent in any single instance since I became possessed of the estates.
Thos. Edward Lloyd, Coedmore, near Cardigan.	Coedmore and Trewern. (In Cardigan, Carmarthen, and Pembroke, 4,500 acres.)	For the Coedmore estate 5 per cent, was allowed at Lady Day, 1886, Michaelmas, 1886; Lady Day and Michaelmas, 1887; Lady Day and Michaelmas, 1888, and Lady Day, 1889; and for Michaelmas, 1892, 10 per cent. (except where there were leases). For the Trewern estate, 10 per cent. allowed at Michaelmas, 1865, and Lady Day, 1886; the same at Lady Day and Michaelmas, 1887; the same at Lady Day and Michaelmas, 1888; 5 per cent. was allowed at Lady Day, 1889, and 10 per cent. at Michaelmas, 1892.	Since 1887 rents have not been reduced very materially.	The Trewern estate was revalued in the year 1864, for the purpose of a partition between my late mother and Mr. Longcroft of Llanina, Cardiganshire, and such valuation has not been materially altered since that period, except in cases where old leases have fallen in.
Frederick Lewis Lloyd Phillips, Pent y Park, Haverfordwest.	Pent y Park. (2,235 acres.)	Abatements were made in 1887 and 1888 of 5 per cent., and in 1892 of 10 per cent.	No reductions have been made.	The estate has not been re-valued, nor have rents been raised during the last 50 years.
Henry Mathias, 13, Hill Street, Haverfordwest.	Cornel Bach, Middle Hook, Pontsharn meadow, &c., Scarrow Scant. (145 acres.)	I have made no abatement; nothing has been asked except 10 tons of lime, which I gave the tenant of a farm three or four years after I purchased it.	When I purchased the Scarrow Scant fields, they were (together with the cottage thereon) let at 36*l.* a year, and I continued to receive that rent down to Michaelmas, 1890, when the tenant gave up the fields, having taken a larger extent of land in the county of Pembroke. From Michaelmas, 1890, the rent has been reduced to 29*l.*, the actual reduction being 7*l.* The tithe rent-charge, about 2*l.*, is paid by myself.	The estate has not to my knowledge been revalued.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
R. W. B. Mirehouse, Angle, Pembroke.	Angle. (3,000 acres)	In 1886, 1887, and 1888, I allowed 15 per cent. abatement; in 1889, 10 per cent. abatement; in 1890, 5 per cent. abatement; in 1892, 10 per cent. abatement; in 1893, 15 per cent. abatement.	——	The estate was re-valued about 1879. There has been a moderate increase of rent in a few cases.
Rev. Thos. Gwynne Mortimer, The Court, Llanllawer, Fishguard.	The Court, Llanllawer. (800 acres.)	No abatements in money, but I have made many improvements such as buildings, &c., and have given manure in some cases. This year I give manure (amounting to about 8*l.* per cent.) to all. My rents are unusually low.	I have not permanently reduced any of my rents. I have intimated that if any of the occupiers would like a fresh valuation I should be willing.	The estate has not been re-valued.
G. L. Owen and Mrs. Owen, Withybush. Haverfordwest.	Kingston, Parish of St. Michael. (1,900 acres.)	I have granted abatements of 10 per cent in 1886, 1887, 1888, and 1892.	I have not reduced any rents.	The rents were arranged on the purchase of the estate in 1857 by the father of the present owners. They have not been altered since.
Judge Owen, Ty Gwyn, Abergavenny.	Withybush, Poyston, Honeybrook Farm. (1,541 acres.)	Abatements have been given in the years 1886, 1887, and 1888, of 10 per cent.; in 1890, Lady Day rents, 10 per cent.; Michaelmas rents, 15 per cent.	I have reduced some rents. The deductions amount to about 133*l.* a year.	This property has been in the possession of my family for more than 50 years. During that time the rents have not been raised, and in some cases are 20 per cent. lower at present than they have been, although large sums of money have been spent on new buildings and repairs.
Edward Perkins, Penisgwarne, Fishguard.	In Pembrokeshire. (800 acres.)	Gave an abatement of 10 per cent. all round last half year's audit.	Have reduced some of the highest rented land by 10 per cent.	Rents have certainly been raised during the last 50 years; in some cases doubled, and even then the tenants have saved enough to buy their farms.
Edward Picton Phillips, Haverfordwest.	Kilbarth and Southlays. (432 acres.)	I have never been asked to grant abatements.	I have not permanently reduced my rents.	About 10 years ago the estate was re-valued. In the opinion of the valuer I should have been justified in raising the value per acre 15*s.*, instead of the present value, 10*s.* 6*d.* I declined to do so; the rents therefore remain the same as during the last 50 years.
Mrs. Lort Phillips and John Fredk. Lort Phillips, Lawrenny Park, Pembroke.	Lawrenny, Nash and Llanstadwell (6,500 acres).	In 1885 the rents were reduced to what they were prior to 1854, date of the Russian War, considered to be the worst period in agriculture.	In some few cases since 1887 rents have been permanently reduced.	The estate was re-valued in 1876, resulting in an increase of about 600*l.* per annum.
Miss Protheroe, Norton, Tenby.	Loveston. (455 acres.)	I granted abatements in 1885, 1886, and 1887, and again in 1891, 1892, and 1893, having returned a percentage of 15 per cent.	Previous to 1888 I reduced the rents of two of my tenants—one from 191*l.* to 175*l.*, and another from 85*l.* to 65*l.*	My property in 1838, let for 354*l.* per annum; in 1892 it was let for 310*l.* per annum, from which it will be seen that my rents are less now than they were in 1838, and in addition to this I have made considerable allowances, and laid out large sums in repairs.
Wm. H. Richards, Croft House, Tenby.	Croft House. (650 acres.)	During the depressed years I have allowed certain of of my tenants on an average 10 per cent.	I have not since 1887 made any permanent reductions, the greater portion having been held on lease.	——

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
John Reynolds, Triglemais, Croescoch, Letterston.	Treglemais. (350 acres.)	—	I have reduced rent from 60*l.* to 50*l.*	—
Edward Schaw-Protheroe. Dol-Wilym.	Dol-Wilym and Kilhernin. (In Carmarthenshire and Pembroke, 1,600 acres.)	Abatements have been made in bad years, 1882, 1885, 1886, 1887, and 1888, to about 5 or 6 per cent. In 1892 the tithe-rent charge was remitted on a part of the estate for the year, and on the remainder for the half year.	In 1882 I reduced the rent of the largest farm 10 per cent., having granted a lease of 21 years not long before.	The history of this small property is shortly this:—In my grandfather's time farms were held on leases of three lives, and these fell in in my mother's time, who succeeded in 1841, and the farms wore then re-valued. I succeeded in 1872. The only lease of lives fell in soon after, and that farm was then re-valued. I have since reduced it by 10 per cent.
A. P. Saunders-Davies, Pentre, Boncath.	Pentre. (In Pembroke, Cardigan and Carmarthen, 6,700 acres.)	No abatements.	In one case the rent of a farm was reduced from 90*l.* to 80*l.*	The Pentre Old estate was re-valued about 30 years ago. Some of the farms were increased in rental and some reduced. The Pentre Cilwindeg estate was bought in 1884, and the rents have remained the same with the addition of the tithe.
Colonel Saurin, Orielton, Pembroke.	Orielton (3,582 acres)	1887, 10 per cent. to yearly tenants; 5 per cent. to leaseholders. 1888, 7½ per cent. to yearly tenants; 5 per cent. to leaseholders. 1892 (on half year's rent due Michaelmas), 15 per cent. to yearly tenants and leaseholders.	The permanent reduction since 1887 on certain farms to about 165*l.*	The estate has not been re-valued, neither have rents been raised within the last 36 years, when it came into possession of my family.
Wm. Stancomb, Blount's Court, Potterne, Devizes.	1,500 acres	I have often granted abatements on occasion of bad seasons and other circstances previous to 1886 (from that time a permanent reduction) and intend granting a further abatement owing to the increased depression. On my Southwood property I made an abatement from 1885 to 1892 of 708*l.* 15*s.*; from 1887 to 1892 of 389*l.* 12*s.* 4*d.* On my Folkestone and other property I made an abatement from 1869 to 1892 of 353*l.* 13*s.* 6*d.*; from 1877 to 1892 of 282*l.* 14*s.* 4*d.*	I permanently reduced my rents 20 per cent. from 1886.	No rents have been raised since I have had possession from 1854.
Hon. R. C. and Hon. Mrs. Trollope, Crowcombe Court, Taunton.	Carew	I have granted abatements of 10 per cent. from 1884 to 1889, and again 10 per cent. from 1892.	—	No rents have been raised that I know of, except in the cases of leases on lives falling in, where, instead of paying a fine, the land has been let at a fair rent, on a yearly tenancy.

Reverend J. W. MAURICE called and examined.

Sir *John Llewelyn.*

Sec 32,822. 32,789. I have a statement of yours here. Would you mind reading it to the Commission?—"I am a Baptist Minister and I live at Dinas "Cross, Pembroke. A gentleman named Mr. "James Howells, who was, until September

Sir *John Llewelyn*—continued.

"last, a farmer, living at a place called Tre-"wrach, in the parish of Fishguard, but who "has been compelled to give up farming, and "is now a miller, and myself, as a minister of "the Gospel, appear before your Commission

Sir *John Llewelyn*—continued.

" to give evidence to the following effect: Mr. " Howells will say that his family lived at the " above place for 130 years."

32,790. Is Mr. Howells here?—Yes.

32,791. Is he to be a witness?—I sent his name as a witness, but I do not find that his name is on the list.

32,792. You sent his name in as a witness?—I sent it for him.

32,793. Did he send it himself?—Yes, at least, he authorised me to send it in for him.

32,794. Will you go on with your reading?—Mr. Howells is here if you wish to call him. " Twenty five years ago his father died leaving " the farm to his mother and himself, the rent " being 108*l.* In addition to what they could " make out of the place, they had to spend " the sum of 22*l.* per annum, as rent received " from a little property of their own, to " help to pay the rent from Trewrach." So in the 25 years that would amount to 550*l.* from outside to pay the rent of his farm. " Also Mr. Howells did not receive any wages " though he worked all the time as a servant. " In the summer of 1892 the mother died, and " Mr. Howells informed his landlord of the " event. On the morning of the funeral, he " received a letter sympathising with him very " much, and giving him a hint that as his " mother was dead, probably, he would not like " to live in the place in the future." The letter is here. I will put it in, if you desire it. " In a few days Mr. Howells saw him and tried " to rent the place from him, when he found the " rent was to be 120*l.* per annum. After some " correspondence and many interviews he was " offered the place for 120*l.* One of the reasons " for increasing the rent being that as the aged " mother was dead, the tenant could pay him " as landlord the amount it cost to maintain her " in addition." The cost of the mother's maintenance, according to the landlord, was to be added to the rent. " In September 1892 Mr. " Howells received from his landlord a notice " to quit, and to quit he had, without receiving " a penny of compensation for improvements, " fixtures, or anything else. Mr. Howells can " prove the above and produce letters from his " landlord to corroborate his words. I can " corroborate Mr. Howells in the statements " concerning paying his own money to help the " farm for I went through the accounts with " him. I can also throw some light on sacrifices " borne by people for the sake of their religion " and politics." I can prove that people are turned away from their farms—this is a case in point—solely because of their political bias.

32,795. You have not yet stated that?—It is a thing that Mr. Howells and myself can prove without going further back than this case:—" Also of how poor farmers have to avail themselves of the service of their children without " paying them anything at all before they can " pay their rent, and give a general account of " the relation of landlords and tenants generally " for the last 30 years, and believe I can add an interesting chapter to an already very interesting " inquiry."

Sir *John Llewelyn*—continued.

32,796. Is Mr. Howells here?—Yes.

32,797. You speak of this as hearsay, at second-hand. He could speak of it at first hand?—Well, we are neighbours; and I have gone carefully through the case with him from beginning to end.

32,798. When was this?—The notice was given in September 1892; and Mr. Howells left the farm in September 1893.

32,799. Who is the landlord?—The Reverend D. Parry Davis; he lives in Fishguard, and is rector of the parish of Llanychaer, and another parish.

32,800. Is it private property or glebe?—Private property; I could give you, gentlemen, a very interesting account of the state of farmers and farming, if you will kindly listen.

Mr. *Seebohm.*

32,801. There is a question I should like to ask you. How recently did the cases to which you refer where religion and politics were mixed up occur?—Within the last two years.

32,802. Upon what ground do you give the evidence—your own personal knowledge?—No; of course upon Mr. Howells and a great many other neighbours' testimony.

32,803. But, of course, you must be aware that it is a very difficult thing to describe the motive of a landlord, and it requires very clear evidence?—But Mr. Howells is here, gentlemen, to say what passed between him and his landlord; and within the last fortnight there is another gentleman here who carried a message from the landlord to Mr. Howells, who was his tenant, to the effect that if he appeared before the Commission and gave evidence unless he said what would be palatable to the landlord he would appeal to Lord Carrington for power to prosecute—a case of downright intimidation; and it has had a very bad effect upon farmers; it has kept many away. The gentleman who carried the message from the landlord to the tenant is present in court. See 32,840.

Mr. *Grove.*

32,804. Generally speaking, do you consider that witnesses have been reluctant to come forward before this Commission?—Yes.

32,805. Upon what ground do you think they are reluctant?—First of all they are afraid of their landlord; secondly, they have not much faith, I am sorry to say, in the Commission.

32,806. We will not discuss the Commission; we will leave that to work out in the future; but you think that there is a fear of offending their landlords by coming to give evidence?—Yes.

32,807. You state that of your own knowledge; do you?—Yes; I have spoken to hundreds of them during the last three months.

Sir *John Llewelyn.*

32,808. There are several questions handed in by Mr. Stephen: "For how long had Howells held his farm at 108*l.*?" I think upon that you said it was his mother who held it?—The mother held it from 1866.

32,809. At the same rent?—From 1866 to 1892 at 108*l.*

32,810. "What improvements had been done on Howells' farm?"—By the landlord or by the tenant, do you mean?

32,811. The next question is, "By whom were they done?" So I suppose he means both?—The building was done by the landlord, but all other improvements by the tenant from the year 1764 to the year 1892.

32,812. "Would you name any tenants who have been evicted for their politics or religion?" —The first was the Rev. Mr. George, an eminent Baptist minister in this county.

32,813. How long ago was that?—I believe it was after the contest of 1860. Mr. Llewellyn, of Tredefaid, another farmer in another part of the county here, was evicted in 1872 in consequence of a part he took in a contest at Cardigan. Although it was not exactly a political contest, these town council contests and nearly all contests are carried on on political lines.

32,814. Is the Ballot Act a protection now against such political evictions?—Yes, I believe it is, but then it was not.

32,815. It was not in existence in those days?—Quite so.

Mr. *Seebohm.*

32,816. Are there any cases since the Ballot Act?—There is Mr. Howells' case. Mr. Howells is here to corroborate me. His landlord and another gentleman, who was a brother-in-law of the landlord, visited Mr. Howells on the 9th July 1886, and asked him to keep away from Fishguard on the polling day, which was the 12th, though Mr. Howells never had a vote at Trewrach on the holding; he had his vote on his own private property, on his own real property, where he lives now. He refused to do so, and he was told by the two that if he would go to Fishguard he would suffer for it. In the contest of 1892 his landlord went to him and told him that he would have to suffer for his folly in singing and carrying people down to the poll in Fishguard. That was in August, and in September the notice was served.

Mr. *Seebohm*—continued.

Sir *John Llewelyn.*

32,817. There is another question by Mr. Stephen, "Have you given the Rev. Mr. Davis "notice that you were coming here?"—Yes, I have.

Mr. *Grove.*

32,818. Is he here to-day?—I have not seen him.

Sir *John Llewelyn.*

32,819. "With regard to the rent that you "have spoken of, was the payment of the tithe "included in the new rent"?—I believe it was; yes, it is distinctly said in one of the letters. "The future rent of Trewrach is to be 120*l.* per "annum, the landlord to pay tithes. You were "expected to call last Thursday, but you failed "to do so, and now nothing will make me "change my mind."

Mr. *Grove.*

32,820. Do you know what the tithe amounted to on that farm?—Of late years I believe it amounted to, say, 6*l.*, or something about 6*l.*

32,821. Then that is an advance of 6*l.* in the rent?—Yes.

The witness withdrew.

Mr. JAMES HOWELLS called and examined.

Sir *John Llewelyn.*

32,822. You heard the evidence given by Mr. Maurice?—I would rather speak Welsh.

[The evidence of the witness was interpreted by Mr. Richard Jones.]

32,823. Have you heard Mr. Maurice's evidence given?—Yes.

32,824. Did you understand it?—Yes.

32,825. Do you agree to it as true?—Yes.

32,826 Do you wish to add to it?—No.

32,827. Mr. Maurice said that it might be amplified by you?—He has said all, and I cannot add anything to it.

Mr. *Grove.*

32,828–9. Did you get a message through someone, some individual, from your landlord?—Yes, I received a message. See 32

32,830. What was that message?—That if I appeared before the Commissioners to give evidence he would write to Lord Carrington to ask him to punish me for telling untruths.

32,831. How could he say that before he knew what you were going to say to the Commission?—I had said before the Farmers' Club that I was going to give evidence.

32,832. Then you regard that as a threat on the part of your landlord to deter you from giving evidence?—Yes.

Mr. *Grove*—continued.

32,833. What was the name of the party who carried that message?—George Davies.

32,834. Is George Davies here?—Yes.

Mr. *Seebohm.*

32,835. In 1892 were you told by your landlord that if you took part in a meeting at Fishguard you would be turned out of your farm?—On the day of the election that I would have to suffer for it.

32,836. But what did you do on the day of the election?—Carry people in a trap down, and I sang in the square along with some other of the boys.

Mr. *Seebohm*—continued.

32,837. Did you suffer from doing that?—I had notice to quit.

32,838. Have you left your farm?—Yes.

Sir *John Llewelyn.*

32,839. A question is handed in by Mr. Stephen. "Did you not retake your farm again after quitting it"?—I tried, but I did not.

The witness withdrew.

Mr. George Davies called and examined.

Sir *John Llewelyn.*

32,840. Would you tell us what you know about the circumstances of the case. Were you the bearer of a message?—Yes, the Rev. Parry Davis met me on Fishguard Square last Thursday three weeks and asked me would I tender a message to Mr. Howells, and that was, in case he should give false evidence here to-day, that he would write to Lord Carrington for permission to prosecute him.

Sir *John Llewelyn*—continued.

32,841. "If he gave false evidence" were the words?—Yes.

Mr. *Richard Jones.*

32,842. Do you think that he intended by that message to intimidate Mr. Howells from giving evidence?—That I cannot say. That is my opinion.

The witness withdrew.

Mr. James Bevan Bowen called and examined.

Sir *John Llewelyn.*

32,843. You are Mr. James Bevan Bowen, owner of Llwyngwair estate, in the county of Pembroke, an estate consisting of a little over 3,000 acres?—Yes, 3,003 acres.

32,844. You are a resident landowner managing your own estate?—Yes.

32,845. With occasional help from a tenant farmer on two adjacent estates?—Yes.

32,846. Do you consider creed, politics and religion make any difference?—None, whatever, that I know of.

32,847. The tenancies are yearly tenancies?—Nearly all of them in fact. I think all of them at present are yearly tenancies.

32,848. Is there any demand for leases?—None.

32,849. Are there any changes of tenancy on the estate?—Not fresh tenant—not fresh blood, as you may say; it generally changes; they move on; some of the smaller tenants frequently move on to larger farms.

32,850. Is a tenant usually succeeded by one of his own family?—If available, always.

32,851. Are there any changes of tenancy. I have it here that they have not grown more frequent, is that the case?—I do not think they have.

32,852. What are they usually due to. You have here that they are usually due to a desire to go on to a larger farm?—Yes, they generally remain with me until they can better themselves and then they move on. I have had cases recently. A tenant of mine, a very old tenant I have had for 30 years, took a large farm the other day, and of course I was very glad to see him do it. It was a much more valuable farm than the one he had from me.

Sir *John Llewelyn*—continued.

32,853. Have you anything to say about compensation?—I have answered the question in this way, that compensation is always given on resuming a plot of land or for damage done in timber cutting; most certainly always, but with the exception of timber cutting I never take the land from them so that I am not aware of it.

32,854. What are the conditions of tenancy?—Extra rent for old meadow land ploughed up and leaving manure. Those are the general things. The particular one that is insisted on is as to leaving the manure for the incoming tenant and leaving very often such things as milk pans or things that perhaps the outgoing tenant has provided; it is generally arranged that the incoming tenant should take them. We use stone milk pans in this country which are fixed, and they are very awkward things to move.

32,855. Have you any copy of your agreement?—I have. As a rule my farms are let on yearly letting, but I have brought four specimens here of agreements on small holdings.

32,856. I suppose there is an agreement, is there not, between landlord and tenant for a yearly tenancy?—No, it is generally strictly verbal. All

Sir *John Llewelyn*—continued.

my large farms are let verbally; these are small holdings; two of them are grass holdings close to Newport town, and these are two small farms. All my large farms are let without any agreement at all.

32,857. Are there any complaints made of the terms?—None whatever. I never heard any complaint. I generally find that they are contracted out of the Agricultural Holdings Act, but that is with the full consent and knowledge of the tenant. In fact I have never had an agreement with the tenant where he has not previously perused it and taken it with him till the next morning. They are always I found willing to go outside the Agricultural Holdings Act. They do not want to go to law. They are perfectly content; whereas as a matter of fact the punitive clauses, as you may call them, of this agreement have never been exercised by me. The only pressure I have ever had to bring to bear at all is when I have found a little unreasonableness with regard to manure. Then I have pointed out to them the unreasonableness of their opposition, and I have never had any difficulty at all.

32,858. How is the rent fixed?—They are generally old rents. I do not know how they were fixed.

32,859. Not much change?—Hardly any; there have been a few.

32,860. Have you made any reductions or abatements?—Oh, yes, I have made reductions. I have a list of them here. I commenced in 1885 at 10 per cent.; 1886, 10 per cent.; 1887, 10 per cent.; 1888, 10 per cent.; 1889, 5 per cent.; 1890 and 1891, 5 per cent.; 1892, 10 per cent.; 1893, 15 per cent.

32,861. What is your opinion about the preferential claim for rent?—My experience is a very happy one, because I have never had to do with necessitous tenants. I find them meet all their engagements perfectly well, they are perfectly solvent. I do not know how the preferential claim works I am sure. I have never had to exercise it for 30 years. I once had to exercise it; I once had to put in a distress unfortunately; that was with a man I found on the estate who had no knowledge of farming whatever. He turned out a very worthless character. I was obliged then to do something, because he was ruining the whole place, with that exception, whenever I have got what I call a farmer, I have never the smallest difficulty in the world, but sometimes men take farms who are not farmers.

32,862. Are there any consolidations on your property?—No. I have tenants holding more than one farm; they hold them quite separately, perfectly distinctly. They generally use one for one or other of their children living there or else some reliable dairy woman. I have not many cases of it. I have one case here in Newport where the man was related to the tenant.

32,863. Are the buildings entirely made by the landlord?—Entirely.

32,864. Is there any permanent pasturing. I suppose with you, it is as we usually find, that the manures and the seeds are provided by the tenant?—Yes.

32,865. Sometimes we find seeds provided by the landlord, but not always?—Of course, if there is a change, the new man would pay for them if they are fresh seeds because, of course, he would have the seed hay.

32,866. Is the game a grievance?—I have hardly any game. The game is reserved nominally, but I do not preserve at all. I farm largely myself, and what game I have is on my own occupation. I have no game on the tenant's occupation except that there may be a covey of partridges or something of that sort. There is no fur.

32,867. Do the occupiers avail themselves of the Ground Game Act?—I believe they do, but as a rule they did so really before, because I gave them leave to kill the rabbits. I have never allowed rabbits as far as I could possibly stop them.

32,868. You state here, that the inherited freeholds are numerous?—I think so, in my neighbourhood.

32,869. You think that they keep up their numbers?—I think so, and the copyholders too.

32,870. As to the tenant farmers and their wives and families, I believe your evidence is the same as we have had elsewhere, and there is no need to call attention to that. What is your opinion about the agricultural depression. When did it begin?—I suppose about 1885, 1885 and 1886; corn went out very fast then. 1887 was a very hot year.

32,871. What was the cause of the depression?—Well, foreign competition, I suppose. I am not aware of any other reason, I cannot imagine any other reason. The prices range very low indeed to farmers.

32,872. Can you suggest any remedy?—Well, the only remedy as far as land is concerned generally is, I should think, that we might not be charged quite so much rates; that we are very heavily rated. I pay rates to a large extent, and for the last five years in the parish of Newport and Nevern, I have paid 1*s.* 4*d.* in the pound regularly every half-year. It comes to a little over 13 per cent. in the year. We think they are rather heavy. I do not complain of the poor rate, but of the road rate and perhaps the education rate. I know we have had a great deal of relief already; I am perfectly aware of that, but still that has been about the average. I pay my rates myself, so, of course, I know. I farm 540 acres, so I have practical knowledge of these matters, and that is exactly what they get at Newport and Nevern.

32,873. You consider that to be an undue share of the public burdens?—Well, it appears to me to be rather heavy.

32,874. What is the relationship between landlord and tenant?—Most friendly, so far as I know.

32,875. Do you charge any interest for repairs that are made?—No, I have never charged interest for anything at all except in

Sir *John Llewelyn*—continued.

one instance I charged for a waterwheel; the man was very lowly rented and I gave him a water-wheel and I charged him something for a few years, and then I let him off.

32,876. Does the succession of farms usually go on in the same family?—Whenever it is possible they do. My farms do not run large. They are not large farms, therefore the temptation is to get something better; therefore they go away; that is the general way I lose my tenants; they get something better.

32,877. The last item upon the *précis* is this, that you would hand in an extract from the account book showing the prices obtained for various produce from 1850 to 1853. That is a very short time?—This was discovered at a time when my late father was rather unwell. He had a very faithful bailiff who lived with me for a long time afterwards. This extract shows that prices were very low at that time.

Sir *John Llewelyn*—continued.

He was a thoroughly faithful man. There is not the smallest suspicion that these returns are not perfectly *bonâ fide* and straight forward. My father was unwell at the time himself and he died shortly afterwards. That is an account discovered not very long ago in passing some accounts we had to do with. The book was discovered and we thought we might just as well take out the figures just to show what the prices were at that time. They are quite beyond suspicion of roguery of any sort. They are really *bonâ fide* prices which were obtained at the time. It is just to show that prices were very low 40 years ago.

The following statement was handed in:—

Extracts from the account book of Mr. David John, farm bailiff, at Llwyngwair, showing prices of farm produce in the years 1850 and 1853."

Date.	Reference in Book.	Entry.	Amount. £	s.	d.
1850, November 25	Page 2	Sold a cow in Newport Market by the pound, for	3	17	2
	„	„ at Vigan fair	6	6	6
	„	„ in Cardigan market	1	4	5
	„	Sold a bull in Vigan fair	6	15	0
1851, March	„ 12	Paid Caleb Hughes for calf	0	5	6
„ October	„ 23	Fat cow, Newport fair, to Jonah Morris	7	0	0
	„	3 wethers to „ for 1*l.* 10*s.* each	4	10	0
	„	Fat cow to „	7	0	0
„ November	„	„ in Vigan fair to D. Griffiths	6	8	0
	„	12 wethers for 1*l.* 3*s.* each	16	16	0
	„	153 lbs. hind quarter beef, at 3¾*d.*	2	7	9
1852, April 15	„ 29	3 cows in Haverfordwest fair	17	6	0
„ July	„	Fat cow to Jonah Morris	8	10	0
		„ „	10	18	0
		2 calves to D. Salmon Butcher	1	16	0
		18 lambs, Little Newcastle fair, at 13*s.* 6*d.*	12	3	0
		3 old ewes at 11*s.* 6*d.* each	1	14	6
		Dairy Produce.			
1852, January 3	Page 28	Sold two casks of butter in Cardigan Market, 228 lbs., at 7½*d.*	7	2	6
		Corn, &c.			
1850, September 17	„ 1	2 Winchesters of barley for poultry, at 3*s.* 6*d.*	0	7	0
	„ 1	4 „ wheat, at 7*s.*	1	8	0
1851, December 25	„ 25	James Bowen, 20 Winchesters oats, at 1*s.* 8*d.*	1	13	4
	„	„ 50 „ „	4	3	4
		Butcher's Meat.			
1851, March	„ 11	Hind quarter of mutton, 16 lbs., at 6*d.* per lb.	0	8	0
	„	53 lbs. of pork at 4½*d.* per lb.	1	0	0
„ August	„ 20	Hind quarter of lamb from D. John, 20 lbs. at 3½*d.*	0	5	10
1853	„ 47	„ mutton, 10 lbs. at 6*d.*	0	5	0
	„ 50	„ veal, 24 lbs, at 4*d.*	0	8	0
	„ 52	Leg of veal, 10 lbs. at 4*d.*	0	3	4
	„ —	Calf's head	0	1	6
	„ 57	Sirloin of beef, 58 lbs. at 4¾*d.*	1	2	11
		Poultry, &c.			
850, September 20	„ 2	Martha James, for 4 couples of fowls, at 1*s.* 3*d.* per couple for master	0	5	0
November 25	„ 5	Josua Morris, for 3 couple of ducks at 1*s.* 6*d.*	0	4	6
„	„ „	For fat goose at market	0	2	0
	„ 6	M. James, two geese, at 2*s.* 3*d.* each	0	4	6
852, April	„ 31	Six couple of fowls at 1*s.* 3*d.*	0	7	6
„ June	„ 34	Mary Bedoe, three fowls, at 9*d.* per couple	0	1	1½
	„	Three couple of ducks, at 1*s.* 6. per couple	0	4	6
	„	Four „ „	0	6	0
	„	Three „ fowls	0	3	0
	Page 41	E. Brown, 7 fowls, at 7*d.* each	0	4	1
		E. Evans, 9 „ 5*d.* „	0	3	9
		Miscellaneous.			
1851, April	Page 13	Paid 1 ton of potatoes, at 3*s.* per cwt.	3	0	0
	„ 59	1 hundred of thatch	1	5	0

Sir *John Llewelyn*—continued.

32,878. Have you sold any property?—I sold property in 1892.

32,879. Where was that, — Whitland?—Between Whitland and Laugharne.

32,880. To whom was that property sold?—Nearly all to tenants.

32,881. Did they have a right of pre-emption?—No, I did not give them a right of pre-emption. They had the goodwill of the country and what favour I could show them, but they seemed to have no difficulty in getting them. People did not go against them.

32,882. How many years purchase did you get, if that is a fair question?—Well, it is a peculiar case in one way. The number of years purchase was 31, but the price per acre for 1,473 acres was about 11*l.* 10*s.* an acre. The tenants were old established tenants and I was very glad to see that they were hardly opposed at all. In fact they gave very fair prices. That is what they averaged, 31 years purchase. There were nine lots and they bought seven, I think.

Mr. *Richard Jones.*

32,883. What suggestion have you to offer for relieving the land of the charges?—Do you mean with regard to the charge made by landlords on tenants?

32,884. Well, the rates or relieving the land from rates?—You mean the charges which would fall on anybody, whether owners or not?

32,885. Yes?—I do not know, except you have more money in aid of rates. I think you might perhaps remove the land tax; I think at any rate to a great extent it might be taken away. There is nothing that has occurred to me except that. Of course there are other remedies, for instance, a remedy I have often heard mentioned, but I do not give it quite my full consent, and that is, that there should be some registration of mortgages—that the power of mortgaging should be restrained to some slight extent by registration. I do not myself advocate it. I believe it is the case in some parts of England; I believe it is the case in Yorkshire.

32,886. Do you think making local rates a Government charge would tend to economy in administration?—I should always advise that we should have an interest in keeping down the rates. I think that certainly, and I think it is just as well that the occupiers should have that interest to a certain extent, or else I do not see how the battle of rating would be fought at all, it would be allowed to drift. I think it would be a pity to allow that to drift, because undoubtedly it requires looking carefully after.

Mr. *Seebohm.*

32,887. You stated I think that you thought creed, politics and religion in general make no difference as regards landlords and tenants?—I have never discovered it; I have no knowledge of it at all.

Mr. *Seebohm*—continued.

32,888. If an isolated case arose in your district of a landlord turning out a tenant directly or indirectly for his religious opinions, or for any political action of his, would it excite public opinion among the landowners against it—would it be resented by the rest of the landowners in the neighbourhood?—I do not quite follow you.

32,889. I will repeat it. In case an exceptional case arose where a landlord in your district did make creed or politics a matter of difference?—I see what you mean.

32,890. Would the public opinion of landlords generally be against it?—Well, I can hardly answer that; I have never never known an instance of what you might call a scandal—anything which would provoke a scandal of any sort or kind. I have never known that, and therefore, it would be entirely guess work for me to say what might happen. I have never known anything to happen. In the part of the world where I live things proceed with perfect smoothness, and I have never heard of any complaint at all with regard to it, In the case of the large farms the principal difficulty is to get a man with capital enough to work them. With regard to small farms there is no trouble at all; you generally get good tenants enough to take them. Sometimes with a largish farm of 300 acres, or something like that the landlord must protect himself by seeing that the tenant has something, or someone at his back. I believe it is strictly money. I do not think politics or religion is taken into account.

32,891. We have heard evidence from some witnesses that on some estates, politics and religion do make a difference. You think that is a mistake?—I think it would he considered a great mistake; I should think so as far as I know, but I can merely answer that I do not know of any case of its happening. I should think that people would carefully abstain from showing a great preference for anybody. I have never known a case. I should think it quite possible, and most probable *ceteris paribus* that the man would take the man that belonged to his own side. Probably in regard to religion I should think it would be exceedingly likely, particularly I should think with Nonconformists, on account of the support to their places of worship. With regard to Churchmen I am not aware of it, but I do not see anything very unreasonable if it were to happen. I have never known it to happen. I have never known it to happen in any way that could produce remark. I have known it happen of course that a Churchman has been taken as a tenant; but I have never known it happen to the injury of anybody.

Mr. *Grove.*

32,892. When you make an abatement what notice do you give?—I am sorry to say when I first began I gave no notice; it was one of my

Mr. *Grove*—continued.

tenants who drew my attention to the fact. For the last couple of years I usually send round a little note stating the exact sum, showing a statement of income-tax and allowances, and so on, so that they know exactly what they have got to pay me.

The witness withdrew.

Mr. James Griffiths called and examined.

Sir *John Llewelyn.*

32,893. You are a tenant farmer of Trewern, Nevern, Velindre, Pembrokeshire?—Yes.

32,894. What is your opinion about language, creed, or politics, does it make any difference as between landlord and tenant?—I do not think it does. I am a Welshman, and my landlord is an Englishman. I am a baptist, and my landlord is a rector in Bridgewater. I think there were never any better friends than we are.

32,895. Have you a lease?—No, not a lease.

32,896. Then you are a year to year tenant?—Yes.

32,897. Which of the two systems do you think the best, the lease system or the year to year system?—Well, I should not care about a lease myself. I have full confidence in my landlord, that I shall never be removed from there, nor have my rent raised. If I should feel that the rent was too high I should give it up, and release myself.

32,898. Have you anything to say about security? Have you security on your farm?—No, I have no security. I never asked for any security.

32,899. Do you consider that the tenants are reasonably secured in your district?—I believe they are.

32,900. Do you know of any exceptions?—Well, I dare say there are a few exceptions.

32,901. What would the exceptions be, can you say what the nature of those exceptions would be?—The small holdings are the worst, I believe. The large estates are pretty right.

32,902. Have you got a copy of your agreement with you?—Not here to-day.

32,903. You have an agreement?—Yes.

32,904. And you have a copy?—Yes. I have two farms, in one I have; I have no agreement at all in the other.

32,905. Do you know the terms of your agreement?—Yes.

32,906. Do you consider them reasonable or not?—Quite reasonable.

32,907. What have you got to say about a Land Court?—Well, I do not understand much about it; but I would rather do with my landlord than have any hand between us.

32,908. You think you can settle all matters direct between you and your own landlord?—Yes, none of my landlords have ever refused anything I asked them.

32,909. Have your farm buildings been repaired?—I entered one of my farms five years ago; there was nothing told when I took the place about building at all. I did not think it was in such poor repair either. When I entered the farm I saw I could not go on in that way. I wrote a statement to my landlord showing the

Sir *John Llewelyn*—continued.

position of the farm. He wrote by return of post that he would send his agent to see, and so he did, and I had over 400*l.* of repairs made without any former agreement to do.

32,910. Who paid for the repairs?—It was he paid every penny.

32,911. Did you do the haulage, or did he?—I did the haulage.

32,912. Is that the custom of the neighbourhood?—It is.

32,913. Has any draining been done on your farm?—There has draining been done in one, Yseuborwen, and he made a little in the other last year.

32,914. How have the expenses been met?—It was understood between the landlord of the first farm that I had that one should open, and the other should close them—the landlord should open them, and the tenant close them; but I had a little farm adjoining to that one about 26 years ago, there was 5*l.* in addition to the rent there used to be. Before I paid any rent the old gentleman died, and I told the next gentleman how it was that I was to pay 5*l.* more, and him to help me drain this field; that was the agreement between us, although there was nothing on paper. The gentleman told me, "You go on as you like; you pay me the old rent," and so I had it at the old rent, and I made the drainage myself.

32,915. How long ago was that?—That was about 26 years ago.

32,916. Has the rent remained the same ever since?—The same.

32,917. How are the vacancies in farms when they occur filled up?—Most of them are filled up with relations that are left.

32,918. Do the landlords generally charge any per-centage on the money spent on new buildings?—I have been told that some of them do; I cannot say it for a fact.

32,919. Can you say whether it is common or not to do so?—I do not think it is common.

32,920. You do not think it is usual?—No.

32,921. What is the system of farming? I see you state that you would describe the system, and the state of cultivation?—We carry on the farm just under the three years' system.

32,922. Is the state of cultivation good?—Not so good as it ought be. Labouring is neglected the last five or six years.

32,923. Are the relations between the landlord and tenant good or not?—I believe very good in our district.

32,924. Supposing that a tenant finds his rent too high, what is the usual custom; what do you think he should do, should he apply for a revaluation, or what?—I think that would be very fair, rather than going to a court about it.

Sir *John Llewelyn*—continued.

32,925. Do you suggest that more than one valuer should be engaged?—I think it would be very fair to have one on both sides.

32,926. And is that ever done?—Well, I do not know quite.

32,927. What you have done is to arrange with your own landlords?—Yes.

Mr. *Grove.*

32,928. You say that your landlord lives away; that he is Rector of Bridgewater?—Yes.

32,929. Suppose he was rector of the parish you live in, do you think you would get on as friendly as you do now?—I think I would.

32,930. Now as to security of tenure. Is not security of tenure desirable?—I do not know; will you kindly repeat that?

32,931. Security of tenure; that is so that you may continue to have your holding for a specified time?—I do not know any tenants who have been put away from their farms if they could pay for them in my remembrance.

32,932. Of course with a good landlord, one who is kind and sympathetic, there is not so much need for it?—Our landlords are all good in our district.

32,933. That is all right; but if a landlord dies, there may be then a change of ownership?—Yes.

32,934. Would not a tenant like to be secure of his farm if there is a change of ownership?—Well, I dare say he would.

32,935. What is your acreage?—316.

32,936. What is your rent?—My rent, both together, is 260*l.* about—110*l.* and 160*l.*

32,937. That is, 270*l.*?—Yes.

Mr. *Seebohm.*

32,938. Have you had any abatements?—No, no abatements. We have had a per-centage.

32,939. That is what I mean?—Three years out of five since I have taken this farm.

32,940. How much have they been?—Two shillings in the pound.

32,941. Is it your opinion that the farmers generally feel that difference in politics and religion is not allowed to interfere?—No, I do not think it would in our district whatever.

32,942. Since the Ballot Act that idea has very much gone away, has it?—I think it has.

Mr. *Richard Jones.*

32,943. Who is your landlord of your other farm?—Mr. Lloyd, Coed Mawr.

32,944. When you say that the landlord opens the drains, and the tenant closes them, what about the pipes, does the landlord supply the pipes?—We do not use pipes—stones; there is a quarry in the field just where we are.

32,945. Is it stone draining that you do chiefly?—Yes, stone draining.

32,946. Have any of the tenants bought their holdings in your neighbourhood?—Yes, there are a few.

32,947. What prompted them to buy them?—Well, some of the estates have been sold, and then they wished to buy their own home.

32,948. Were they afraid that if anybody else bought them they would either turn them out or advance the rent?—Well, a home is so near to a man that he wishes to get hold of it.

32,949. Suppose it was sold to somebody else, they would not feel secure either against an advance in rent or perhaps notice to quit?—I do not know what their feelings were.

32,950. But does not that strike you as a most probable thing?—Oh, very likely.

32,951. Then you do not think in that case that security of tenure would be a very good thing—that is, against circumstamstances of that sort?—Very few of those have arisen in our district, and I do not know much about the feeling.

32,952. But it may occur in other districts; what do you say under those circumstances; do you not consider it advisable that a tenant should be protected from advancements in rent or from being driven out of his home?—Oh, there is no doubt it would be good.

32,953. Do you know of any landlords who have not made any abatements?—I cannot remember just now.

32,954. Of all the landlords in your neighbourhood?—There is one landlord, but I believe his estate is highly mortgaged, and the landlord cannot do it, I suppose.

The witness withdrew.

Mr. EVAN C. PHILIPPS called and examined.

Sir *John Llewelyn.*

32,955. Are you Mr. Evan C. Philipps, of Treriffith, Moylgrove?—Yes.

32,956. What is your opinion about difference of language. Does that make any difference to the relations between landlord and tenant?—No.

32,957. Or creed?—I never found it so.

32,958. Or politics?—No, I never found it.

32,959. Which do you think is best, a lease, or a year to year tenancy?—I prefer tenancy from year to year.

Sir *John Llewelyn*—continued.

32,960. Why?—Because if the times were to get bad, I should give notice to my landlord, and make fresh arrangements with him.

32,961. Judging by your experience, do you think tenancy is reasonably secure in Wales?—Yes, I have found it so.

32,962. If the farm is properly carried on?—If the farm is carried on in a husbandly way and the rent is paid.

32,963. Are you familiar with the terms on which you occupy your holding?—Yes.

Sir *John Llewelyn*—continued.

32,964. Have you got any agreement?—No agreement.

32,965. Have your ancestors occupied the same farm?—Yes, for the last 13 centuries—I mean since the 13th century.

32,966. Have you ever seen any penalising clauses in any of the agreements?—I have never seen any of the penalising clauses that are usually inserted in agreements enforced.

32,967. You have not seen them enforced?—I have not seen them enforced; they do put them down hard and fast sometimes, but they are never carried out.

32,968. The object being to secure the landlord against a bad tenant; is that it?—Yes, against a bad tenant.

32,969. What do you think about a Land Court. Do you think one would be a good thing or not?—I would not like to see any interference between landlord and tenant. If there were such a court, I do not think the landlords would then be inclined to spend their money on their estates. My landlord would not spend a threepenny bit.

32,970. What is the sort of work that is done in the way of building by landowners. They generally put out houses and yards up in your district; do they generally expect any interest on the capital they lay out?—Yes, they generally expect 5 per cent. interest on the capital they pay out.

32,971. What is the custom of the country in your part?—Do you mean with regard to when the tenant leaves the farm?

32,972. Yes?—At the time that the tenant eaves the place, the tenant has a right to sell all the manure.

32,973. Is there any ground for saying, as has been said by some witnesses, that the farmers are afraid to come forward?—No, I do not think they are deterred from any fear of the landlords as long as they have got a good account at the bank.

32,974. Have you anything else to say—about railway charges, for example or anything of that kind?—Yes, I consider the railway charges are very exorbitant. I understand that cattle can be brought to Smithfield Market from America quite as cheap as they can be taken from Wales. I have also had corn and potatoes brought down to me from Scotland, and I have found that the carriage was nearly as much as the produce cost.

32,975. What do you think about protection?—I firmly believe that all foreign farm produce or stock ought to be protected.

32,976. And do you think that owing to the great depression of agriculture the farmer now gets nothing whatever for himself, is that so?—Yes, quite true; he gets nothing in the world, and the burdens are too high upon the land. The roads and education rates ought to be paid out of the revenue.

32,977. It is very interesting when you tell us that your ancestors have lived upon your tenancy since the thirteenth century. Have you any documents to prove that? What is your opinion on that subject?—I have got old documents there.

Sir *John Llewelyn*—continued.

32,978. Were the landowners the same too?—I do not know; I believe so. He showed me some very old documents.

32,979. May I ask who your landlord is?—Mr. Pelham Thursby Pelham, of Abermarlais.

Mr. *Grove.*

32,980. What acreage do you farm?—330 acres.

32,981. What rent do you pay?—190*l.*

32,982. Is there much rough land amongst it?—Yes, two thirds of it is rough land.

Mr. *Seebohm.*

32,983. May I ask what kind of documents you have with reference to this occupation from the thirteenth century?—Well, old parchment.

32,984. Little tiny things about that size?—Yes, and a large medal hanging to them.

32,985. Do you think your ancestors have been year to year tenants all that time?—Oh, yes, they have been of course from father to son.

32,986. But were these leases for three lives?—Oh, no. They had leases. My father had a lease, and my grandfather had a lease.

32,987. Were they leases for lives or for long period?—For lives. My grandfather's lease was 25*l.* a year, and the first lease was about 10*l.*

32,988. Was it copyhold or freehold tenure, do you know?—Oh, it is freehold.

32,989. Did they pay fines and heriots, and that kind of thing?—No, I have to pay the tithes; the tenant has to pay the tithes.

32,990. But I meant in the old times as shown by those old documents that you mention?—I was not there then.

Mr. *Richard Jones.*

32,991. You say that 5 per cent. is paid as interest on the capital expended by landlords?—Yes.

32,992. For what period does that exist?—Well it depends, from 20 to 30 years; 20 generally.

32,993. Then it is reduced?—Yes. It depends upon the purchaser. Suppose he laid out 100*l.* it would be out in 10 years.

Sir *John Llewelyn.*

32,994. Until it is exhausted; is that it?—Until it is exhausted.

32,995. I think that is what you mean?—Yes, that is what I mean.

32,996. It would not be a perpetual charge of 5 per cent., but it would be 5 per cent. until the capital sum is exhausted?—Yes, that is right.

Mr. *Richard Jones.*

32,997. Do you know whether the rents have been advanced during the last 20 years in your neighbourhood?—Yes, on some estates.

32,998. Since the year 1876?—Well, about that period, from 1874 to 1878, or say from 1872 up to 1876 or 1877.

32,999. Do you know of any permanent reductions made by the landlords?—Yes, most landlords have given reductions.

33,000. But permanent reductions?—Oh, no, I do not know of permanent reductions.

33,001. Do you think the tenants are perfectly satisfied with the abatements which are made to them?—Yes, they seem to be content.

33,002. They would like a bit more, I suppose?—Of course there ought to be a permanent reduction now.

33,003. You think the time has arrived when there ought to be a permanent reduction?—Oh, I do not see any hope of the times getting much better.

33,004. You think the depression is permanent?—Yes, that is my opinion, except we get some sort of protection upon foreign things.

33,005. Do you think you or your landlord would benefit by protection?—Well, I believe I would benefit as much as some.

33,006. Do you not think, supposing you got more for your produce and more for your stock, that your landlord would raise the rent accordingly?—No, I do not think he would, as bad as he is.

Mr. *Richard Jones*—continued.

33,007. But there is a possibility of such a thing occurring?—Well, no, I do not think so. Of course, there is no hope of the stock and produce going up to that pitch; of course if they went very high, no doubt he would try to do something.

33,008. There is a probability, is there not, that if a protective duty were put on, they would?—Oh, no, I do not think so; a protective duty would not lead to that, and it would take down our rates and taxes.

33,009. Unless you got advances you would not benefit by protection?—Yes, benefit a little. Of course if I owed you 5*l.* and I had only got 19*s.* 6*d.* I daresay you would not look very comfortable.

33,010. Do you think that many tenants have money in the bank?—No; that is a great drawback. They take farms without capital.

33,011. What is the cause now that they take farms in that way without capital; is it a keen desire for land?—Well, for one thing, they have been brought up on the land, and they cannot turn their hand to anything else.

33,012. And I suppose the competition is very keen?—Well, it has been for small farmers. With farmers up to 100 acres the competition is very keen, but large farms are getting a drug.

33,013. You would not like to interfere with that competition in any way by legislation?—No, I would not. If a man cannot conduct his own business, he is not fit to be in any business at all.

The witness withdrew.

Mr. John Griffiths called and examined.

Mr. *Grove.*

33,014. You are Mr. John Griffiths, of Hafod Grove?—Yes.

33,015. You are a tenant farmer?—Yes. I am not a very good speaker in English.

33,016. I think probably you will do as well as we want; we will speak slowly for you. What is your acreage?—276 acres.

33,017. What rent do you pay?—220*l.*

33,018. Are you a yearly tenant?—A yearly tenant.

33,019. You have no agreement or lease?—Yes. I have a yearly agreement, but I told the agent I did not like it very much, and he told me not to ever look at it again. It is only just word of mouth now.

33,020. As to the mode of cultivation, do you cultivate according to the custom of the country?—Yes, and the best that I can for the sake of my landlord and myself.

33,021. What is the general condition of the farming population about you; do you think there is sufficient labour on the land?—No. Labour is very scarce indeed.

33,022. Are there sufficient cottages, do you think, for the men to live in?—Well, I have on my farm three very good, nice cottages.

Mr. *Grove*—continued.

33,023. Then what are the general relations between the landlord and the tenant?—Oh, quite friendly.

33,024. They are comfortable, are they?—Yes, and they would carry my landlord from one part of the Kingdom to the other part. We would do our best for one another.

33,025. Have you been on your farm long?—Yes, I and my son now since 21 years ago. My son was there at first. I left my farm where I was when he went out. He is a clergyman. I have only one farm, but rent about 70 acres besides. Before then I had four farms.

33,026. Do the farmers remain on the same farm for a great many years about the district, as far as you know?—Yes. I am getting on now, and I know that my relations have been on a farm, not so long as Mr. Evan C. Phillips' had, since the 13th century, but for more than four centuries, and never had notice.

Mr. *Seebohm.*

33,027. Do you think that the general impression amongst farmers in your district is that they are fairly secure in their holdings?—I cannot say exactly that I understand you.

Mr. *Seebohm*—continued.

33,028. Do you think that the feeling of farmers in your district is that they will stay on in their holdings as long as they pay their rent?—Oh, of course it is. I do not remember any instance where the landlords have driven any man from his place if he would farm his farm right, and pay the rates and taxes, tithe, and rent. I never remember any landlord cause any man to leave his farm, but there are some exceptions to that. We have tenants of bad conduct as well as bad landlords, and then they must defend themselves.

33,029. In cases where there has been a farm given up from any circumstance, do you know of cases of injustice, for instance in having to leave their improvements behind them unpaid for?—No, I do not think so. I do not think there has ever been any great loss by that. If they have been good farmers the landlord always feels very kindly towards them when they leave.

Mr. *Richard Jones.*

33,030. What is the name of your landlord?—J. Vaughan Colby, Esq. I have got a very nice landlord.

33,031. I think Mr. Thomas said that he makes an abatement, is that so?—Yes, and he makes an abatement without any tenant ever applying for an abatement at all—from his own will. It is not often you can meet with a gentleman like that.

33,032. Would you like to have more abatement?—If I wanted it, I should tell my landlord and I am sure that he would grant it.

33,033. Do you think that tenants feel secure in their holdings against advances of rent?—Well, I do not know that. Do you mean if they do not come up to the rent that the landlords wish to get?

33,034. No. Do they feel pretty secure in their holdings that their rent will not be advanced?—I do, whatever. I know that my landlord wishes me to gain every year. I know that that is his feeling, and his agents' as well as far as that goes.

33,035. As far as you are personally concerned you are perfectly secure?—Oh, yes, perfectly.

Mr. *Griffiths.*

33,036. You speak for yourself. You do not speak for anybody else?—To be sure.

33,037. I did not quite understand you just now. Did you say there is not enough work for the labourers on the farm now?—No, too much work, and not enough labourers.

33,038. Is there not something scarcer than work?—Well, I do not feel it. I can pay every man according to my promise as far as now, thank God.

33,039. That is your own case?—Yes, but I could not get plenty of labourers always when I wished to have them, but I am better than many.

33,040. Then these bad times do not affect you in the least?—Yes, very much indeed.

33,041. I thought you said you had plenty of money to pay them all?—Well, I have had so far till now. I do not know how long.

33,042. Most of the evidence we have had is to the effect that the farmers could not pay in the present day?—Well, I have had a little store in time past, and they have not finished all yet.

33,043. Have you any complaints to make then?—No.

33,044. No complaints?—Not as regards anything between me and my landlord, not the least, but I have complaints if it would be better to tell them.

Mr. *Grove.*

33,045. A question is handed up by Mr. Vincent. "Am I right in believing that on "your farm you have brought up several sons "who have gone to Oxford University"?—Only one, but I have brought up three through another college.

33,046. One went to Oxford?—Yes.

Mr. *Richard Jones.*

33,047. Are they clergymen?—Yes, I have got four clergymen.

Mr. *Grove.*

33,048. Four sons, clergymen?—Yes.

The witness withdrew.

Mr. BEN DAVIES called and examined.

Mr. *Grove.*

33,049. Are you a tenant farmer?—Yes.

33,050. What is the name of your farm?—Llyn, Llangolman, Clynderwen.

33,051. What is the acreage?—67 acres.

33,052. What is the rent?—30*l.*, 32*l.* including the tithe.

33,053. Who pays the tithe?—I pay it now since these last two or three years.

Mr. *Grove*—continued.

33,054. Was a meeting held last night at Maenclochog?—Last week.

33,055. You were asked to appear and give evidence on behalf of the tenant farmers, were you?—Yes.

33,056. Were there many tenant farmers present at that meeting?—I should say about 20.

Mr. *Grove*—continued.

33,057. Will you state what you want to say as briefly as you can?—The excessive rents; that was the thing that they wanted me to speak upon; the rents are too high.

33,058. Would you give us instances?—Yes, the rents are too high, nearly in every case round that district. As to very few down below there at Mote, none of them appeared at the meeting; the tenants of Sir Owen Scourfield, Bart., but the tenants around Maenclochog believe that the rents are too high by a deal, nearly all. Some of them have risen the last 20 years too.

33,059. Who is the landlord?—Sir Charles Philipps is the landlord at Maenclochog, but there are a great many different landlords around the country there.

33,060. You say the rents are too high and have been raised the last 20 years. Can you give us one or two cases?—I can give you one case. There was a farm there that was rented altogether for 110*l.* a year. It was bought by another gentleman, and now it is let out to different holdings, and is now over 200*l.* a year. One of the tenants was there at the meeting. He pays 60*l.* a year for his holding. He said publicly at the meeting that he would never pay the rent. He said that with his cart and horses this year he did a little bit of carting to the vicarage—he made a sum of 30*l.*—and he had to pay every penny to his landlord, or else he could not get the rent. He said to his landlord that he was bound to give it up, or else he could not pay the rent. The landlord told him, "Give it up, I shall have somebody else to take "it at once."

33,061. You say the rent was 60*l.*?—Yes.

33,062. What was the acreage?—It was somewhere about 60 acres and half of that could not be cultivated.

33,063. Half of it is poor land?—Yes, quite half of it is.

33,064. Who was the landlord in that case?—John Muscott of Clynderwen.

Mr. *Richard Jones.*

33,065. Is he a farmer?—He is a gentleman farmer. He farms a little of it himself.

Mr. *Grove.*

33,066. Have you any further instance to give?—I have got one instance close to the mountain. 25 years ago the farm was let for 8*l.* a year. It went for sale, and it was sold for 400*l.* The above tenant had to take it for 17*l.* a year. He made some improvements on the land. His landlord asked him to advance his rent by 2*l.* a year. He said no, he could not do it; the buildings were out of repair there, and instead of going to build himself, to make some buildings on his land, he preferred to get an advance to the extent of 2*l.* a year, and the landlord to make the repairs. For 10 years he had had no repairs at all. He made some repairs in the house, but not in the out-houses, and soon after he made the repairs he advanced the rent

Mr. *Grove*—continued.

to 21*l.* That is another man who came specially to me, and stated the thing before me, and asked me to mention it here to-day That is two.

33,067. You think there are others, though we have not time now to go into them?—Yes, there are a great many.

33,068. Generally speaking, you think they are much the same?—Yes. One thing I want to speak about is as to the small cottages—the small allotments. Many of the men have been speaking to me about them—small allotments, say about four or five or six acres of land; they are let out by the farmers themselves.

33,069. Sub-let by the farmers?—Yes, and then they have to pay about three times more for the little holdings than the farmers themselves pay for the land. They have got, I believe, a great deal of grievance about that.

33,070. That is, the farmer gets a profit on his sub-letting?—Yes, that is so, and that is the reason, I think, that labour has gone away from the district.

33,071. You think it drives labour away from the district by having to pay too much cottage rent?—Yes.

33,072. What labour would that be? Would it be farm labour?—They would be doing labour with the farmer himself.

33,073. As to insecurity of tenure, have you anything to say on that point?—Yes, I think that is very insecure with many. With good landlords it is all very well, but I think that is the feeling all round the neighbourhood—insecurity of tenure.

33,074. How would you propose to obtain security of tenure, by a Land Court, or some means of that kind?—Well, I prefer a Land Court. It will not injure the good landlord, and I think that it will make it good for the tenants against bad landlords.

33,075. But if there was a Land Court you would like the landlord and the tenant always to do their best to put things right before going to the Land Court, would you not?—Of course.

33,076. So that the good landlords could come to terms?—Yes, I do not think it would harm the good landlords.

33,077. What is the state of the houses generally—the farm houses in which the small tenant farmers live?—Well, they are not in very good repair. They are in very bad condition some of them.

33,078. Does that apply generally to more than one landlord, or more particularly to one or two landlords?—To many landlords, not particularly to any landlord.

33,079. And the farmers still reside in these houses?—Yes, they do.

33,080. Are the houses complained of by the sanitary inspectors, or anything of that kind?—Well, so far as our sanitary inspector is concerned, I do not think we have seen him in the country these many years.

33,081. I suppose he takes care to get his salary every year, does he?—Yes, he does, but he does nothing for it. I think Mr. Griffiths can say some more about him.

Professor *Rhŷs.*

33,082. Are you quite sure you have got one?—Yes, we have to pay for him; I think if he could get a good glass of brandy that would be the best thing he could do.

Mr. *Griffiths.*

33,083. You speak of a farm rented at 80*l.* a year. Did the tenant improve that farm very much?—Yes; it has improved very much indeed.

33,084. Which way?—By liming and working every day; the man there before him did little or nothing on the farm.

33,085. The hedges had gone down, I suppose?—Yes.

33,086. And the rent you think was advanced upon his own improvements then?—Well, I believe it was to a great extent. I think that the farm was worth more than 8*l.* a year when he went there—when it was bought off, not before this tenant went there. I think that 16*l.* or 17*l.* was more than worth the farm; but now it is 21*l.*, and that is entirely on his own improvements.

33,087. Who keeps these little holdings in repair—the cottages that you speak of?—Well, the tenants; a great many of them.

33,088. The tenants themselves?—Yes; many of them.

33,089. They have a little land attached as well?—Yes.

33,090. Who pays the rates and taxes and tithe upon the land?—The farmer or the landlord, and the small tenants most of them pay the rates and taxes; but they secure plenty of rent instead of that.

33,091. To meet it?—Yes.

33,092. What remedies would you suggest. Have you anything besides a Land Court to settle these questions?—That is my chief remedy; and that is the remedy I believe in. I believe that railway rates are a great deal too high. That ought to be done away with in some way or other.

Mr. *Richard Jones.*

33,093. What is the character of the land on this farm. I mean the part of the farm which was 100*l.* a year, and was made up into several parts; you say part of it was let at 60*l.*; about 60 acres of it?—Yes.

33,094. What is the character of that land?—That is poor land.

33,095. And yet let for 1*l.* an acre?—Yes; it is.

33,096. Is it suitable for growing wheat?—No; it is not.

33,097. Nor for fattening animals?—No; I do not think we ever have a fat animal on it at all.

33,098. Is it well drained?—Well, part of it is well drained; part of it is very dry.

33,099. Too dry, perhaps?—Well, yes, it is; part of it is on the blue rock.

Mr. *Richard Jones*—continued.

33,100. That farm would fare badly of course this last summer?—Yes, very bad; it is all burnt.

33,101. What is the character of the land generally about your neighbourhood?—Well, it is poor land most of it; we are close to the mountain; we have got some good land close to it, but this land is poor.

33,102. Do you suffer much from the want of water?—No, we do not ourselves. I do not myself.

33,103. Any of the farmers around?—Yes, some of them; last year they had a great distance to carry the water.

33,104. You think that is not taken into consideration when the rent is assessed?—No, I do not think so.

33,105. Not sufficiently?—No, not sufficiently.

33,106. How far are you from the nearest market town?—About nine miles.

33,107. What means have you of conveying your produce to the market town; have you a train?—No, a cart.

33,108. What is your nearest market town, Cardigan?—Narberth.

33,109. What prompts these farmers to let out small allotments to the labourers; is it because they are needy and have not sufficient capital?—Some of them in that way, but many of them want to get a small tenant to help them in the harvest time, and if the tenant is not at home the wife or children will be helping them in the hay making and the harvest making.

33,110. Then you think there is a want of allotments?—I think so.

33,111. And that there is a scarcity of labour in consequence?—Yes, there is another thing. I do not believe that there is any money for the farmers to pay them the last few years either; the rents are too high, they cannot afford it.

33,112. You think the farmers could employ more labour if they had sufficient money to pay?—I think so, and the land has gone out of cultivation because of that too,

33,113. What is the state of the ditches and watercourses, closed up?—Well, a great many of them, yes.

Professor *Rhŷs.*

33,114. Your farm is near the mountain?—Yes, not very far.

33,115. Have you a part of the mountain for the sheep?—No, I have not.

33,116. Who holds the land on the mountain itself; is that divided between the farms?—No, they pay for it. They have different tenants.

33,117. Are they the farmers who hold land at the foot of the mountain?—Yes.

33,118. Who is charged for that; do you know how much an acre?—I cannot say about the mountain because they take it as one lump. There is a great acreage there; I cannot say how much it is per acre.

Professor *Rhŷs*—continued.

33,119. Have you many bad cottages in your neighbourhood now?—Well, we have got some very bad.

33,120. What sort of cottages?—I know of two cottages especially close to Maenclochog. In one they keep three or four cows, and the other is a little farm.

33,121. Is the cottage itself bad?—Yes, and one of them has not got any outhouses at all.

33,122. What acreage of land would the man who has no accommodation at all but the cottage have?—Well, it might be something between 25 and 30 acres, something near 20 or 25 perhaps. There have been houses on it, but they have all gone down.

33,123. What rent does he pay?—I think about 12*l.*; it has been more. This is how I came to know about it. I was there last autumn killing a cow for this man and there was no place to put it for feeding; there was no place to kill it I went for another neighbour to kill it, and we had to carry it to the house to put it up; there was no room to put it down anywhere, only we had to put some clean clothes on the bed and have it after cutting lying down there till it was gone to the village to try to sell it.

33,124. That is a curious case?—Yes.

33,125. Who is the landlord there?—Sir Charles.

33,126. Do you know whether Sir Charles knows of this?—I do not think Sir Charles knows it himself, or else he would be sure to repair it.

33,127. Would there be many things for the inspector of nuisances to find fault with supposing he came your way sometimes?— Well, if he would be there looking at this place I am sure he would find plenty of room to complain of whatever.

33,128. Do you know whether he writes any reports on the cottages and the state of things about?—No. I do not think that he has done it.

33,129. Would he be listened to if he did?—Perhaps he might if he would make some report.

33,130. Have you heavy rates in your district?—Yes, rates are very heavy.

33,131. Have they risen in late years?—Yes, they have.

33,132. Why have they risen?—The cost of the roads. They are in better repair no doubt, but there is more cost to them, and schools again.

33,133. School rates?—Yes, and the poor rate.

33,134. Is the school rate very heavy with you?—We as a parish are not so heavy as it is in some parishes there. It is heavier in the parish close by.

Mr. *Richard Jones.*

33,135. Have you a school board?—Yes, a school board.

Professor *Rhŷs.*

33,136. I was going to ask if you think there is too much spent on the schools in your part?—No, I do not think so; we have good schools there now, but the first time I remember when I was at school schools were not worth going to. We have got very good schools now.

33,137. Do your boys have too much education?—No, I do not believe in too much education. I believe the more education there is the better.

33,138. If it is of the right kind?—Yes.

33,139. And do you think it is?—Yes, I think so.

33,140. Do the boys know any arithmetic when they leave the schools—enough to do their business?—Oh, yes, they do.

33,141. We have heard it said in the English part that the children get too highly educated now to do any work. You do not find that in your part?—No, I do not; I do not believe that education does any harm to them.

33,142. Not the education that you have in your neighbourhood?—No.

Mr. *Richard Jones.*

33,143. At this meeting of farmers that you had in Maenclochog were they chiefly tenants or small farmers; were any of Sir Charles' tenants there?—Yes, there were five or six of them.

33,144. But the rest were chiefly tenants of small landlords?—Yes, chiefly.

33,145. Do you find that the tenants on the small estates are, as a rule, worse off?—Oh, yes, they are.

33,146. And yet you cannot suggest anything else to protect the small tenants except a Land Court?—No, I do not see any way else, because we know the rush for land is so great.

Mr. *Grove.*

33,147. Several questions are handed up by Mr. Vincent. The first is, "Do you say that the "rents of Sir Charles Phillips at Maenclochog "are too dear?"—I do not say that Sir Charles' rents are so high as many other landlords close by. I do not think so.

33,148. The second question is, "When you "say rents are too high, do you mean for "present prices or in relation to an average of "prices?"—At the present day I think the rents are rather too high in many cases when the time was good.

33,149. Thirdly, "Is not John Muscott a "tenant farmer as well as, on your account, a "bad landlord?"—Well, no, he is not a tenant farmer. I do not blame John Muscott for anything; I blame the tenant as well for giving so high a price for the land, because there is no doubt that John Muscott would have it.

Mr. *Griffiths.*

33,150. But why do tenants give such high prices, such high rents?—Because of scarcity of

Mr. *Griffiths*—continued.

land. This tenant I refer to, if he had got six or seven children, the same as I have got, would never pay it for half a year.

Mr. *Grove.*

33,151. There are some further questions of Mr. Vincent—"The evidence so far is that the "cottage accommodation on Sir Charles' estate "is gradually improving; do you agree?"—Well, it is in some cases; he has built some cottages there; renewed them these last years.

33,152. "Can you suggest any way in which the erection of buildings on the 12*l.* a year farm you name could pay the landlord?—Well, I believe if they intend for a man to live on the farm and pay the rent for it, no doubt they must get some little housing for themselves and their cattle, or else they cannot keep their cattle, and they cannot breed cattle without getting something to cover them.

Mr. *Grove*—continued.

33,153. Then do you not think that the tenant would pay interest on money if it was so expended?—Well, I cannot say whether he would pay it or not, but I think if a man is going to pay rent he ought to get a house and some sheds or some houses for the cattle, to get profit out of them, or else they could not pay any rent.

33,154. Because they are necessary you mean for the holding?—Of course.

33,155. "Would you not consider 12*l.* rent for 20 to 25 acres and a house rather cheap?"—No, it is close by the mountain. It is running up to the mountain.

33,156. What mountain is that?—Precelley.

The witness withdrew.

Mr. James Davies called and examined through an interpreter.

Mr. *Grove.*

33,157. You wish to give your evidence in Welsh?—Yes.

33,158. Are you a tenant farmer?—Yes.

33,159. How many acres?—250 acres.

33,160. What rent?—140*l.*

33,161. Is there much rough land amongst your taking?—Yes, a great deal.

33,162. Who is the landlord?—Mr. Davis, of Castle Green.

33,163. Do you find that difference of language or of politics has any effect on the relations between landlord and tenant?—No, not at all; I came to this place last Michaelmas, but I was for 40 years under Mr. Bowen, of Llwyngwair.

33,164. Do you prefer yearly taking or a lease?—That depends on the condition of the farm. If the farm is low the lease is convenient, because if the landlord died then I go on.

33,165. Have you any experience of the landlords in this district?—So far as I know I understand in my own district that the landlords deal very fairly towards their tenants?

Professor *Rhŷs.*

33,166. Where was your farm that you held 40 years?—Eisteddfa Fawr, not far from where I am now.

33,167. What parish?—Nevern parish.

Mr. *Grove.*

33,168. Do the landlords give reasonable repairs?—From what I have seen and from what I understand.

33,169. Without charging the tenant in respect of money expended?—Oh, yes; everything that I asked from my previous landlord I got without his charging anything, or raising the rent in any way.

33,170. Does that landlord possess a large property—a good many farms besides the one you had?—Do you refer to the old farms—the previous farmers.

Mr. *Grove*—continued.

33,171. Yes?—Yes, several, and I can plainly see that every tenant is treated as I am.

33,172. Have you a copy of an agreement?—I have no copy of the agreement under Mr. Bowen.

33,173. Have you one with your present tenancy?—It is not in my own hand, but the solicitor has it.

Professor *Rhŷs.*

33,174. What solicitor?—Mr. Morgan Richardson; he drew up the deeds.

Mr. *Grove.*

33,175. Are you satisfied with the terms of it?—Yes.

33,176. What is your opinion as to a Land Court?—I am not in favour of a Land Court. I would prefer my own landlord to any. I prefer that the matter be left between myself and my landlord than that anybody should intervene.

33,177. As to your mode of farming, does your landlord interfere with that at all?—He has not said anything to me about this.

Mr. *Griffiths.*

33,178. Do you farm your farm as you like?—Yes, I do.

Mr. *Grove.*

33,179. Do you consider that there is any ground for the tenants saying they are afraid to give evidence before the Commission?—I do not know.

33,180. Then you prefer the old mode of letting and you would not like to have a Land Court?—Yes.

Mr. *Griffiths.*

33,181. How did you leave your first farm where you had such a splendid landlord?—The farm was a small one, and I had children who had grown up after farming and that is why I left.

33,182. Do you know any of your neighbours around you who have suffered from insecurity of tenure?—No, I do not know of anyone.

33,183. Do you not know of any of them that have had their farm sold?—Yes, I do. I know of farms that have been sold.

33,184. And on the farmers' improvements too?—Yes, there is no doubt. The estates were sold and the tenants had worked well on them.

33,185. Were those tenants paid for the improvements they had made before the farms were sold?—I cannot answer that.

33,186. You have not heard that?—I have not heard that.

33,187. I see you do not want a Land Court between you and your landlord. I do not think it would ever be wanted or required, but with regard to those that have their rents advanced. All landlords are not like the landlord you have been under?—I hope that the landlord will have mercy upon us.

33,188. We believe your landlord will, both landlords you have had, but there are others that we have found in the other court who say that their landlords were not merciful?—I am not in favour of those at all; I do not speak for those at all.

33,189. I do not want you to speak for them, but do you not think it would be right for them to have some place to appeal to?—I have not seen any bad landlords, but if there are bad landlords, I do not know of them.

Professor *Rhŷs.*

33,189*a*. That is not the whole of the sentence; he says he cannot speak for those?—I only speak of the landlords around me.

33,190. You made another answer just now. You were asked just now if there were bad landlords, what would their tenants do?—If there are bad landlords, I do not know of them, but if there are bad landlords, of course there ought to be some place for the tenants to go to.

Professor *Rhŷs*—continued.

Professor *Rhŷs.*

He said that some time ago, but he withdrew it afterwards.

Mr. *Richard Jones.*

33,191. Have you an agent?—Yes.

33,192. Does he understand Welsh?—The agent is Mr. Richardson, the lawyer.

33,193. Does he speak Welsh?—Yes.

33,194. Did he explain to you what was in the agreement before you signed it?—Yes.

33,195. Do you remember what was in the agreement?—Yes, I do.

33,196. What was in it?—I was to get the place for 21 years; it is a lease.

Mr. *Richard Jones.*

I understood it was an agreement.

Mr. *Seebohm*

33,197. An agreement for lease?—I cannot tell the difference between an agreement and a lease.

33,198. Do you remember what was in the agreement?—I took the place and I had it for 21 years, and if I choose I can give it up in seven years, and another time for 14 and 21 years. It is very fair.

Mr. *Richard Jones.*

33,199. Are you permitted to farm as you like upon your farm?—Yes, as I like.

33,200. Are you allowed to sell straw off the place?—I have not heard anything about it. I have not heard to the contrary.

33,201. If you happened to sell straw, would you be breaking one of the clauses in the lease?—I was not told about that. I had no information upon that point.

The witness withdrew.

Mr. *Grove.*

Gentlemen, that appears to be all the evidence. The Commissioners are much obliged to you for the interesting and valuable evidence which has been given.

Mr. *Grove.*

The Commission is now adjourned to Abergavenny, in Monmouthshire, on Tuesday next at 11.30.

[Adjourned to Abergavenny.]

FORTIETH DAY.

Second Court.

The School Room, Eglwyswrw, Pembrokeshire, Saturday, March 10th, 1894.

PRESENT:

Mr. DAVID BRYNMOR JONES, Q.C., M.P. (IN THE CHAIR).

Professor RHŶS, M.A., LL.D. | Mr. JOHN MORGAN GRIFFITHS.

Mr. DANIEL JOHN called and examined.

[The evidence was interpreted by Professor Rhŷs.]

Mr. *Brynmor Jones.*

33,201*a*. Do you live at Llangolman Farm, Glynderwen?—Yes.

33,202. You represent, in what you are going to say, yourself, Mr. R. Gibby, and Mr. H. John?—Yes.

33,203. There is a letter from Mr. H. John to that effect. Have you sent any notes of your evidence to us?—No.

33,204. What do you wish to state as to the grievances of tenant farmers?—I wish to give you a little of my history very briefly. Thirty years ago I took a farm in which I now live. The rent was then 135*l*. for 116 acres. The farm was very much out of order when I took it. The farmer who preceded me had been there 21 years on lease. He had grown corn in two fields, 16 crops in 21 years, and the ground got very poor. Then I was obliged to take to it, and to have manure, muck, and lime carted to the land, which cost me a great deal of money the first years. I then paid the rent in that way as long as Dr. Phillips, of Newcastle Emlyn, lived. I had six children. I paid afterwards for about six years to Mr. Colby, of Pantyderin. The parties agreed afterwards to sell the farm, and an auction was held on it at Glynderwen Station. I had many children at home then—twelve, and I had laid out my money to try and improve the farm. I had nowhere to go when my place was sold. My neighbours persuaded me to offer for it, and that I did. Mrs. Colby, one of the parties, told me that she would put a mortgage on at 3*l*. 15*s*. per cent. Two-thirds mortgage she offered me, 2,600*l*. at 3*l*. 15*s*. per cent. It was a considerably better time then than now.

33,205. For how much was the whole sold?—4,000*l*.

33,206. Have you farmed it since?—Yes.

33,207. With what success?—There is no success these years. I am now working at a loss.

Mr. *Brynmor Jones*—continued.

33,208. What remedy do you as a freehold proprietor suggest?—This is what I thought. The Government has plenty of money. If we could have money from the Government to pay the mortgage at 2½ instead of 3*l*. 15*s*., that is my remedy.

33,209. What have you to say, Mr. John, about Mr. R. Gibby's case?—They have the same case as myself. The whole parish are obliged to buy the lands, but the landlords were the Ecclesiastical Commissioners.

33,210. Mr. Gibby and Mr. John have mortgaged their properties, I suppose you mean?—Yes. Mr. Gibby to the Ecclesiastical Commissioners.

33,211. What interest do they charge?—They charge so that the whole money may be paid back in 30 years.

33,212. Do you approve of that system of the gradual paying off the purchase money or the mortgage money?—It is a case of failing to do so with them.

33,213. Do you think that Mr. Gibby would not be able to continue his payments?—He complained to me.

33,214. Do you feel able to go on paying the interest?—No.

33,215. Do you find yourself on the whole as well off now as you did when you were a tenant farmer?—No, not near so well now as when I was a tenant farmer. I was having 10 per cent. back with Mr. Colby every time I paid my rent to him.

33,216. And the mortgagee will not abate?—No.

33,217. Is there anything else you would like to tell us?—No, that is all I want. If we could have the money for that it would be all right.

Mr. *Griffiths.*

33,218. You said that this man had taken 16 crops out of his farm. Was it 16 crops of corn, or were there any turnips?—Corn and seed hay.

Mr. *Griffiths*—continued.

33,219. It was never turnipped nor fallowed ?—No.

33,220. Then it must have been in a very bad state ?—Yes, a very bad state. I was forced to give two crops before I turned it out.

33,221. When did Dr. Phillips die ?—I believe it was in February 1887.

33,222. How many years have you been owner of your farm ?—Six years.

33,223. Do you not think that if the Government were to lend you that money, there would be many more wanting the same thing ?—Yes, hundreds.

Mr. *Griffiths*—continued.

33,224. Do you not think if there was a farm sold, then they would calculate the interest at 3 per cent., and the farmers would be just in the same state as they are now. Do you not think that would be the case ?—Yes.

33,225. Then what remedy do you suggest to that. Think ?—That is with regard to buying and selling.

33,226. Mr. D. John says you cannot very well go on paying this interest at present prices? —No, I cannot now after my loss last year. I was 50*l.* out of pocket last year.

33,227. You cannot possibly pay up this interest ?—No.

The witness withdrew.

Mr. MORRIS NICHOLAS called and examined.

[The evidence of this witness being given in Welsh was interpreted by Professor Rhŷs.]

Mr. *Brynmor Jones.*

33,228. You live on a small farm in the parish of Nevern in the county of Pembroke ?—Yes.

33,229. What is the size of your holding ?—About six acres.

33,230. Was it originally part of a farm called Henllys ?—Yes.

32,231. On the estate of Mr. Lloyd, of Bronwydd ?—Yes.

33,232. This was situate about two miles from Henllys itself, was it not ?—Yes.

39,233. And was so inconvenient for cultivation that it had grown waste ?—Yes, that is how it was.

33,234. Covered with furze ?—Yes, furze.

33,235. And was one of the most barren bits of land in the neighbourhood ?—That is how they used to talk of it.

33,236. In what year was it that any member of your family, so far as you know, took it from the tenant of Henllys ?—About the year 1813.

33,237. Who was it that took it ?—Thomas Lloyd.

33,238 Was he your wife's grandfather ?—Yes.

33,239. Did Thomas Lloyd get a lease of it ?—Yes.

33,240. How long was the lease for ?—As long as the lease of Henllys continued.

33,241. Then Thomas Lloyd took the lease from the tenant of Henllys ?—It was from the tenant of Henllys that he took the lease.

33,242. What rent was paid for it ?—Three guineas.

33,243. When did you first know of this small holding ?—I have known it since 1866.

33,244. In what condition was it then ?—It had got into a pretty bad condition from that time since William Lloyd had held the small place on, after his father, in order to keep a home for his mother and sister. It was far for him to cultivate this piece, and it is land which ought be to worked constantly and daily.

Mr. *Brynmor Jones*—continued.

33,245. But in 1866, when you say you first remember it, was it divided into fields by hedges? —They spent the winter repairing them.

33,246. Was it divided into four small fields when you first knew it ?—Yes.

33,247. Was there a dwelling-house, a barn, and a cowhouse upon it ?—Yes, but they did not quite come down when I took it.

33,248. No, but there were these buildings upon it when you took it ?—Yes.

33,249. Who had built those buildings ?—Thomas Lloyd.

33,250. Then you told us that after Thomas Lloyd's death the holding was kept on by William Lloyd. Were the buildings nearly in ruins by the time that you first became acquainted with the place ?—Yes, very nearly coming down.

33,251. It was in 1886 that you married William Lloyd's daughter, was it not ?—Yes.

33,252. Did you go and live there then, upon your marriage ?—It was not long before I went there, but I remained with my father in-law whilst the repairing was going on.

33,253. Your father-in-law, as we have heard, was William Lloyd ?—Yes.

33,254. Did William Lloyd repair it ?—He was a mason, and then Tom Davies, the agent, had promised that if he repaired the little place he would be repaid for his work.

33,255. Did you help to do the work ?—Since I was in need of a place I took the responsibility on myself.

33,256. To whom was William Lloyd paying rent at that time ?—To the Bronwydd estate.

33,257. What amount of rent was being paid then ?—6*l.*

33,258. Then the lease must have expired at that time ?—The lease had gone out years before that.

33,259. Did you get any money from Mr. Davies or did William Lloyd get any money from Mr. Davies ?—No, none.

Mr. *Brynmor Jones*—continued.

33,260. What happened then, after two or three years?—I had a notice then. I made a slight error in this matter in my statement. It is likely to have been five or six years.

33,261. That is five or six years then. Did you get a notice from Mr. Davies saying that you must pay a higher rent?—He was not the agent then.

33,262. Who was the agent then?—Mr. John Daniel Jones.

33,263. Did he raise the rent?—Yes, the whole estate was valued.

33,264. Did you then make any statement to the then agent as to the money you had spent or become surety for?—Yes, I reminded them of the money every time I paid the rent before the raising of the rent.

33,265. What did the agent tell you?—That is what he told me at last—that the landlord did not allow it me.

33,266. And you never had a penny for the repairs effected?—Not at that time.

33,267. In the year 1876 you saw in a newspaper a notice that Penlan was to be sold by public sale, did you not?—Yes.

33,268. Did you then go to the sale?—Yes.

33,269. And did you remind the agent, Mr. Jones, that you had not yet received the money spent in repairing the buildings?—Yes.

33,270. What did the agent promise at last?—This is what he promised at last: "If this "place reaches 300*l.* to-day, that I should have "the money back in full."

33,271. Did you, in fact, buy the place yourself?—Yes.

33,272. For 345*l.*?—Yes.

33,273. What allowance was made to you in respect of the promise made by the agent?—One half the amount of the bill.

33,274. That was 7*l.*, about?—About 7*l.*, but I made a slight error in this also. I believe I have a half-penny over the half—one halfpenny over the moiety.

33,275. Did you have to mortgage the property?—Yes.

33,276. What interest have you had to pay?—4 per cent.

33,277. How has the matter turned out for you; is it a good bargain that you have made or not?—A very hard bargain indeed.

33,278. That is the point that you wish to make about it—you mean the bad circumstances of small freeholders at the present time?—One is so attached to one's home, and he is obliged to give more than what he intends for it. I should like to add one thing here; I had thought of sending the price up to 300*l.* that I might have the money back, but it was in spite of me it reached the price it did because my wife was bidding for it.

Mr. *Brynmor Jones*—continued.

33,279. As I understand, Mr. Nicholas, the point that you make is this, that the owner of land is enabled to get a profit out of the attachment that people have to the holdings on which they have been brought up?—Yes.

33,280. And, secondly, as I gather from the notes handed in, you complain that the landowner should be able to get a higher price from the tenant, even after the tenant has spent a good deal of money on improving the property?—Yes.

Mr. *Griffiths.*

33,281. Whose place was it to repair the buildings?—The landlords.

33,282. Did you have to promise in writing to have it repaired?—No.

33,283. What was the date of the year that the lease went out?—1847.

33,284 On what ground did he tell you that you must pay a higher rent. Did he lay much out in repairs?—The landlord—not a penny never.

33,285. What reason did he give you why he should raise the rent?—I had no reason whatever. I had notice just like the rest of the estate—it was a valuation.

33,286. He wanted to raise the rent so that it might sell better; was that it?—To put money into the landlord's pocket, of course.

33,287. How much was it sold for?—345*l.*

33,288. By whom was the estate valued?—Mr. John Morgan Davis, Frood Vale.

33,289. How much did you expect out of the 300*l.* If it went for 300*l.* you expected to have a sum back; how much did you expect?—There was a promise to build.

Mr. *Brynmor Jones.*

33,290. I have the exact figure here; it was 14*l.* 7*s.* 11*d.*, but I did not put it to the witness because it is quite immaterial.

The following questions are asked by Mr. Vincent: "Are you quite sure that Thomas "Lloyd, all this time ago, did these buildings "entirely without help from the landlord?"—I am thus certain, that namely his son, William Lloyd, told me that many times.

33,291. "When the sale took place did you "expect to be paid all you had expended, or to "be paid the value, as it was then, of the repair "and so forth?"—Nothing but the bill.

33,292. "Why do you say it was the land-"lord's place to repair—because he ought to do "everything for everybody or because he "promised to do it?"—That is so. He was in the habit of repairing on the estates, and secondly he had firmly promised to do, or else I should not have done it.

The witness withdrew.

Mr. Stephen Picton called and examined.

[Part of the evidence of this witness being given in Welsh, was interpreted by Professor *Rhys*.]

Mr. *Brynmor Jones.*

33,293. You are a farmer of Coed Cefnlas Ucha', in the parish of Whitchurch, Pembrokeshire?—Yes.

33,294. When did you agree to take the farm?—1871.

33,295. From whom?—Mr. Saurin, of Orielton.

33,296. At what rent?—100*l.*

33,297. What was its acreage?—About 109 acres.

33,298. In what condition did you find the fences when you entered?—It was in a very bad condition. There had been no farmer there for about 40 years. The hedges had all gone down.

33,299. And was about one fifth of the whole of the land of the farm covered with furze, brambles, and heath?—Yes.

33,300. Was about one-half of the farm, the part nearest the mountain, composed more of stones than of soil?—Yes, and furze and everything.

33,301. Did you commence to repair the hedges and to dig ditches and to clear the land with mattocks and other implements?—Yes.

33,302. Did you find that the soil was so foul that a team of powerful horses with two men could not plough more than one-eighth of an acre per day?—Yes.

33,303. Did this operation of clearing that you went in for take several years to complete?—Yes.

33,304. What amount of money do you think it cost you?—It cost me about 5*l.* an acre.

33,305. Then in fact you carried on the farm at a loss until about the year 1876?—Yes.

33,306. Besides these things that you had done did you divert water from some of the fields to make a pond and erect a water-wheel for the purpose of driving the machinery?—Yes.

33,307. Did you also erect a pig-stye?—Yes.

33,308. Were all these things done entirely at your expense?—Yes.

33,309. Without any money at all from your landlord?—I had nothing.

33,310. Did you afterwards build a calf house that cost 10*l.*?—Yes, that was just when it was sold.

33,311. That cost 10*l.* besides the hauling?—Yes.

33,312. And I think that the landlord allowed you 5*l.* in respect of that house?—Yes.

33,313. Did you find that the land after the improvements you had made paid fairly well til 1886?—Yes.

33,314. But still you went on during the 10 years from 1876 to 1886 in clearing, did you not—spending a portion of the profits in that way?—Yes.

33,315. And also in liming and manuring?—Yes.

Mr. *Brynmor Jones*—continued.

33,316. In 1884 or 1885 the farm was I believe sold to Mr. Davies, of Pentre, was it not?—Yes.

33,317. And it was than that your troubles commenced. In 1885 were you called upon by the clerk of the Pentre estate and requested to sign an agreement?—Yes.

33,318. Did you decline to do that?—Yes.

33,319. Why?—Because I saw it would be too severe.

Mr. *Griffiths.*

33,320. Have you got the agreement?—Yes, I have.

Mr. *Brynmor Jones.*

33,321. You put in this draft agreement?—Yes.

33,322. What particular provisions of that agreement did you object to—what parts of the agreement, especially?—One thing was liming.

33,323. Anything else?—And the other thing was keeping everything in repair—the hedges and the houses. If a house was to be blown off or fall down, I had to repair it at my own cost.

33,324. You mean if it was blown down—if the damage occurred by the act of God—you would have to put the place into repair?—Yes.

33,325. Anything else?—And I could not have anything by the two Acts that have been made—I had notice to sign that I was not under the Acts.

33,326. Yes, that is so. The clause in the agreement is "and it is also further agreed that "this contract of tenancy shall not be affected "by nor be subject to the provisions of the "Agricultural Holdings (England) Acts 1875 "and 1883"?—Yes.

33,327. Did you not know that an agreement attempting to contract out of the Act of 1883 is null and void to all intents and purposes, save as to the length of notice?—No, I did not know it.

33,328. At any rate whether you know it or not, you objected to that clause being in?—Yes.

33,329. Shortly afterwards were you served with a notice to quit?—Yes.

33,330. Upon getting the notice to quit, did you sign the agreement?—No, not for a little.

33,331. You did sign the agreement ultimately?—I did.

33,332. Was any abatement or any compensation given you for anything you had done up to the time?—Nothing.

33,333. In 1889 did you receive a notice to quit?—Yes.

33,334. What reason did the landlord give for that?—I had no reason, but I knew that it was to be sold.

Mr. *Brynmor Jones*—continued.

33,335. In the month of August 1889 I think the farm was sold ?—Yes.

33,336. And then you bought it ?—Yes.

33,337. What did you pay for it ?—3,000*l.*

33,338. Then you mortgaged it, I suppose ?—Yes.

33,339. To what extent did you mortgage it at the beginning ?—2,200*l.*

33,340. What did the law costs for the conveyance come to ?—Something about 40*l.*

33,341. What interest have you to pay upon the mortgage ?—Four per cent. per annum.

33,342. Then you find, I suppose, that this has been a very bad bargain for you, owing to the fall in prices, and so forth ?—It is.

33,343. Would you like to make any suggestions for the remedying of this state of things ?—Yes. What I want is to have a fair rent, and each farmer to be paid for his improvements, and to have time. The best thing for us would be to have money at 3 per cent. interest.

33,344. What I understand, then, to be in your mind is this, that if the rent of the farm had been fair and you had had security of tenure, and could feel that you had a right to compensation for improvements that you had made, you never would have bought the farm for 3,000*l.* ?—No

33,345. Your point is that you were by the state of the law and the state of the relations between landlord and tenant, forced into either leaving your farm or buying it; is that the point you wish to make ?—Yes, and not only myself, but there are several in the parish the same.

33,346. There are many others in the same position ?—Yes.

33,347. But, notwithstanding that, do you think that you behaved prudently in buying at 3,000*l.* ? What was the rent you were paying actually ?—100*l.*

33,348. And you gave 30 years purchase for it ?—Yes.

33,349. Do you think that was a fair price to give, having regard to the price of stock and produce at the time, and so forth ?—Yes, at that time.

33,350. Then you would have been going on very well now notwithstanding the mortgage, if prices had kept up, and if the time of depression had not come ?—Yes.

33,351. Then it is not so much that you are complaining that you paid a very great deal for this. Your real complaint is the fall in the price of things—the bad times that have come upon us ?—Yes, and paying for my own improvements.

33,352. You say, of course, that in the purchase-money, owing to the position in which you had got yourself, you were really paying for a good deal of what you had done ?—Yes; if my place was worth 100*l.* at that time, it was worth 120*l.* when I bought it.

33,353. What do you think the property was worth when you first took the farm ?—About 2,000*l.* It was not worth more than that when I went to it first.

Professor *Rhŷs.*

33,354. Are there many in the same position as yourself in your neighbourhood ?—Yes many.

33,355. Do they find a difficulty in paying the mortgagees ?—Yes.

33,356. Have you had any difficulties about tithes in your neighbourhood ?—Yes, during these last years.

Mr. *Griffiths.*

33,357. You said you did not know with regard to the clause in the lease with reference to the Agricultural Holdings Act that the landlord could not compel you. Are there many tenants around you in the same way do not know these things ?—This is how it is, about two thirds of the land in our parish has been bought in that way.

33,358. Do they know that the landlord cannot contract out of the Agricultural Holdings Act ?—They have come to know now that they cannot contract out of the Agricultural Holdings Act.

33,359. To their sorrow. It is rather strange that a landlord should put a clause in the lease when he knows it is of no value, is it not ?—Yes.

33,360. But it might have been done some time before the Act was changed and not crossed out. What sum of money do you consider it would cost you to clean up this land. One-fifth, I think you said you had cleaned ?—Yes.

33,361. That would be something over 20 acres, would it not ?—Yes.

33,362. And you cleaned that at the cost of about 5*l.* an acre ?—That is certainly so, though I have not kept an account.

34,363. What did it cost you to do up the hedges ?—It cost me a great deal, but I cannot say how much.

33,364. You say then that it would, if it were sold when you first had it, only reach 2,000*l.* you think ?—Yes.

33,365. Why are tenants inclined to buy land at this price ?—Because they have nowhere to go to; another thing is, I have been brought up in the neighbourhood and did not like to leave.

33,366. You are not the only one; they are all alike ?—All alike.

33,367. They cling to theold home, I suppose? —Yes.

Mr. *Brynmor Jones.*

33,368. The following questions are handed in by Mr. Vincent:—"Would you not have been satisfied with full compensation for your improvements ?"—Yes.

33,368*a*. Do you mean that you would like to have gone away from the farm, I thought that you told me you rather wanted to stay on ?

Mr. *Griffiths.*

33,369. I do not think that is what he means?—What I want to say is that every farmer ought to be compensated for his improvements when his farm is being sold or when he is obliged to leave—forced to leave.

33,370. Would you like to have some outside party to settle the question between you and the landlord in that way?—Yes, I should like that; that is how it ought to be.

33,371. Someone under Government, or a Court or anything of that sort, that you could appeal to?—Yes.

33,372. That is you opinion?—Yes.

Mr. *Brynmor Jones.*

33,373. Do you mind telling the Court whether the 800*l.* difference between the purchase money and the mortgage money was saved by you upon the farm?—No.

Mr. *Brynmor Jones*—continued

33,374. But you had to pay 800*l.* cash.

Mr. *Griffiths.*

33,374*a*. Were you worth more money after you had cleaned that land off than you were before?—No, I was not worth more. I say that 500*l.* went out of my pockets in the expense of cleaning the farm, and that I was afterwards obliged to pay that amount in the buying.

Mr. *Brynmor Jones.*

33,375. Question by Mr. Vincent, "Where did the 800*l.* come from in order to make the matter clear?"—Borrowed some part of it. I have perhaps a few hundreds myself. I should like to have money borrowed from the Government on loan at 3 per cent.

The witness withdrew.

Mr. William Griffiths called and examined.

[The evidence of this witness being given in Welsh, was interpreted by Professor Rhŷs.]

Mr. *Brynmor Jones.*

33,376. On what points would you like to speak?—On the question of sale of farms.

33,377. Have you heard the evidence given by the gentlemen, Mr Picton, Mr. Nicholas, and Mr. John?—Yes.

33,378. Do you agree with what they have said?—Yes.

33,379. What special point do you wish to suggest in addition to their evidence?—My farm is now on sale. These farms have been sold since I was a child.

33,380. To the tenants?—No, not to the tenants—to Mr. Griffiths, malster, of Ysceuborwen, the first was sold, and Mr. Rees, of Treelyn, was sold, and Tregwilimucha is on sale now—to be sold.

33,381. Are you the tenant of Tregwilimucha?—Yes.

33,382. How does the sale by the landlord of his interest in the farm affect you?—I had taken Tregwilimucha on lease 10 years ago. The lease came to an end in 1893, and the place went under sale last summer or came to be in the market last summer.

33,383. You are afraid that you may have your rent raised or that you may never get compensation for anything you have done upon the farm if the farm is sold. Is that the point you wish to make?—I am afraid that I should be obliged to go from there.

33,384. I do not know why you should fear that unless the rent is very low or there are some special circumstances of that kind. Why do you think the purchaser will turn you out?—The rent is very high. We have greatly improved the place since we have had it.

Mr. *Brynmor Jones*—continued.

33,385. Then it comes to what I say?—And we should like to remain there, and if we could get Government to pay for it at low interest, that is what we should like to do.

33,386. What you would like to do would be to buy this farm?—Yes.

33,387. And you would like the Government to do in Wales what it has done to some extent in Ireland, namely, advance money for the purchases of holdings?—Yes.

33,388-9. Do you think that the example of Mr. John and of the other gentlemen, Mr. Nicholas and Mr. Picton, is very encouraging?—

Professor *Rhŷs.*

I do not think he understands the question.

Mr. *Brynmor Jones.*

33,390. We have had no fewer than four witnesses, and one witness spoke for another gentlemen, that makes five altogether, who have now purchased their farms all recently, and who now all regret that they ever did so?—That is because the interest on the money is too high.

33,391. What do you thing the interest is as a rule?—From 3*l.* 15*s.* to 4*l.* per cent.

33,392. Would you expect the Government to advance money at a less rate of interest than that?—Yes, we should.

33,393. Why should the Government, that represents all the country, advance at a lower rate of interest, and at a loss, therefore, more than a private person?—The Government lends money to Ireland at a reasonable rate, and why should we not have the same fairplay, 3*l.* or 3*l.* 10*s.* per cent. They have a fair valuation on their farm—what its produce is worth yearly.

Mr. *Griffiths.*

33,394. Do you think the rents in Ireland are as high as they are here?—No, the rents are higher here.

33,395. How do you find that out?—Because they have been lowered in Ireland for years.

33,396. Would you like to have a Court the same as they have in Ireland, to settle the rents?—Yes, I should like a Parish Council or a County Council, or somebody who understands the value of the land to value it in the neighbourhood—someone in the neighbourhood.

33,397. Do you think you would ever be able to pay the money back if you had that at a low interest?—There would be a chance then.

33,398. Do you think the people—as a rule, they are pretty honest people—try to pay back the whole of the money?—Oh, yes, certainly.

Mr. *Brynmor Jones.*

33,399. Mr. Vincent asks you: "You say "interest is from 4 to five per cent; do you think "the average landlord gets anything like this "return in the rent upon the price of the land "that he has bought?"—Yes; it is very likely, according to the rent that there is on now.

Mr. *Brynmor Jones*—continued.

33,400. You pay more to the mortgagees than to the landlords, I think?—We have to pay more when the farms are sold, because they have been improved.

Mr. *Griffiths.*

33,401. Are the rents generally raised before the farms are sold?—I cannot say that that is done always, but there have been some exceptions which have been treated in that way. The estate of Cwmgloyne was generally raised in that way before it was sold.

Mr. *Brynmor Jones.*

33,402. "Would it surprise you to hear that "2½ per cent. is rather above the average return "to the landlord?"—I cannot say, but we pay a big rent.

Mr. *Griffiths.*

33,403. Do you have any profit from your farm now?—No, we suffer loss.

33,404. Would you like your landlord to share in that loss?—That would be fair.

Adjourned.

FORTY-FIRST DAY.

Corn Exchange, Town Hall, Abergavenny, Monmouthshire, Tuesday, 13th March 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. T. E. MORRIS, Acting as Assistant Secretary.

Sir *John Llewelyn.*

On the occasion of the first meeting of the Royal Commission to inquire into the tenure of land in Wales, when sitting in Glamorganshire about a year ago, the Chairman, Lord Carrington, who unfortunately is unable to be present here to-day, made this statement: "Experience has "shown that, unless witnesses speak out boldly "and without fear, inquiries like the one we "are engaged in are futile. We have no reason "to believe that undue pressure will be brought "upon any class of witnesses or any individual "witness; nor have we reason to think that "the giving of evidence by any person in this "county will lead to his being in any way "injured. But it is of course possible—we "cannot shut our eyes to what has before now "taken place in regard to affairs of this kind— "that some men are less scrupulous than others, "and that it is possible that witnesses who "speak here what is in their minds may be "subjected to loss and annoyance. We desire, "therefore (and it is our duty to do so), to point "out that the recent Act, the Witnesses' Protec- "tion Act, 1892, affords a remedy adequate to "meet any ordinary case." There was another paragraph also read, which was part of a letter

Sir *John Llewelyn*—continued.

from Mr. Vincent, on behalf of the Landowners' Association, and he said that, "First, the "association, albeit young in point of time, "represents a large number of landowners "possessed of great and small estates, and I am "expressly instructed to say that it is the desire "of this executive committee to afford all "possible assistance to the Commission towards "the common object of discovering the truth. "Secondly, an idea appears to prevail in some "quarters that the Commission exists for the "purpose of bringing contentious issues either "between political parties or between landlords "and tenants as opposed to one another. The "corollary to this wrong idea is the suggestion "that, in some form or another, tenants who "offer evidence may suffer resentment from "their landlords. On the part of my associa- "tion, I am instructed to repudiate this idea "absolutely, and to say that, apart from the "fact that witnesses before Royal Com- "missions have abundant protection, it is the "desire of the owners composing this associa- "tion, that every witness should give evidence "with a feeling of absolute security that he will "not suffer in any way."

Mr. JOHN JEFFREYS called and examined.

Sir *John Llewelyn.*

33,405. Are you Mr. John Jeffreys, of Brook Farm, Raglan?—Yes.

33,406. Do you mind telling the Commission how much land you farm?—I farm 246 acres together with my brother, who is with me, and also 38 acres of my own.

33,407. Do you desire to give any evidence in respect to the relations between landlord and tenant?—Yes.

33,408. What do you consider those relations to be?—My experience is that we are on the best of terms, and in sympathy with each other as far as I know. I have always had good landlords. I have had three.

33,409. Do you consider that those relations are affected in any way by difference of language?—No, I think not.

33,410. I suppose there are no Welsh people?—Oh, there are some Welsh people who have

Sir *John Llewelyn*—continued.

come into our part, into the English part of Monmouthshire, but they speak English.

33,411. Raglan is, generally speaking, an English part of the county?—Yes. I do not mean Raglan, I mean the circle surrounding that part.

33,412. Then the difference in language would have no effect upon the relations between landlord and tenant?—Certainly not. I think not.

33,413. Have creed or politics any effect upon the relations between landlord and tenant?—No, not that I am aware of. I have never seen a case.

33,414. Are you aware whether any farms in your district, in the English part of Monmouthshire, are held by Welshmen?—Yes.

33,415. That is practically what you said just now?—Yes.

33,416. Are those Welshmen some of them Nonconformists?—Yes.

Sir *John Llewelyn*—continued.

33,417. Are some of them Liberals in politics?—Yes.

33,418. Does that make any difference in the treatment?—Certainly not. I have never seen any difference whatever.

33,419. I am quoting from the syllabus of your evidence; I take it from that that the landlords generally are churchmen and Conservatives; is that so?—Yes, generally.

33,420. That would be a corollary of what you have given me here?—Yes.

33,421. Are there any leases in your district?—I do not think there are many—very few.

33,422. Which system do you prefer, that of a yearly tenancy or of a lease?—Yearly tenancy. I think leases encourage tenants to run out the land at the latter end of the lease, not doing themselves any good or their landlords. Once I was very glad to get out of a lease; my landlord very kindly released me from the lease, and I had a chance to do better, as I thought.

33,423. To do better by changing your farm for another, do you mean?—Yes, it was a more convenient place.

33,424. How long was that lease?—14 years.

33,425. What is the period of notice that is customary round about you?—Generally speaking they sign a paper doing away with the Agricultural Holdings Act—the 12 months' notice—at least, I have done so many years ago; I signed out of it.

33,426. Then can you give it up on six months' notice?—Yes.

33,427. Is tenancy reasonably secure in your district?—Yes, certainly.

33,428. Under all proprietors, or under some?—Not all that I know; under all the old landlords certainly, unless a tenant farms very badly, or something of that sort.

33,429. Have you any agreement?—I have not signed the agreement; the thing has been neglected, or else it should have been signed. I went twice, and it was not ready.

33,430. I have it here that the terms are six months' notice and usual agreements?—Yes.

33,431. When you speak of usual agreements, are they upon a custom of the country or county?—No, I do not think so. We have to keep drains and keep the farms in proper order. I do not think there is much more than that.

33,432. Are you a tenant on a large estate, one of many?—Yes. I am under his Grace the Duke of Beaufort.

33,433. Are his agreements the usual ones?—Yes.

33,434. That is what you probably meant by the "usual agreement"?—Yes, that is what I did mean.

33,435. Are there any penalising clauses in the agreements?—No, not that I saw.

33,436. What is your opinion about Land Courts?—I think that we could do very much better without them. I think it would do away with the good feeling we have between landlords and tenants to a great extent, and I do not think it would be any good.

Sir *John Llewelyn*—continued.

33,437. Would it have any effect upon the outlay that a landlord would make upon his land?—I believe so, because if a landlord got so that he did not care about his tenants, he would not do so much for them, I am afraid.

33,438. On the Duke of Beaufort's estate who does the substantial buildings, I mean the dwelling-houses, the cow-houses, and the outhouses,—the stables?—The duke does it all—the landlord does it all.

33,439. Who does the haulage?—The tenants do the hauling.

33,440. Does he do anything else towards the material improvements?—I had some land drained, and I hauled half the pipes.

33,441. That is as to drainage?—Yes.

33,442. I am now speaking of the buildings?—No, I think generally speaking the tenants do all the hauling.

33,443. Do they do anything else towards it?—No, I think not; not that I am aware of.

33,444. I suppose then the landlord finds the stones, the slates, the timber, and the mortar?—Yes.

33,445. The wages of the masons and carpenters?—Yes.

33,446. That is not a universal custon all over Wales. We did not find it was general except in Anglesey?—No, it is not the universal custom.

33,447. Then the landlords' improvements, so far as the houses are concerned, would be everything with the exception of the haulage?—Yes.

33,448. In respect of drainage what is the custom?—For the tenants to haul the pipes.

33,449. Who pays for the pipes themselves?—The landlord.

33,450. What is the time of year customary for giving up the farms?—Either Christmas or Candlemas. There are a few takings at Michaelmas, but not under large landowners.

33,451. Is that subject to any continuing use of the buildings?—Yes, the buildings till May, and the granaries, or at least half the granaries generally speaking, and half the barns generally speaking, till the May afterwards, for the going-off crop.

33,452. How much arable land is there?—One-third.

33,453. By whom is the clover seed paid for?—By the tenant coming in, although put in in the spring of the year before. It is put in in the spring of the year before with the corn—with the barley generally speaking.

33,454. Who pays for it, the incoming tenant?—The incoming tenant pays, and he pays for the harrowing and the sowing.

33,455. Has there been any allegation made that farmers are afraid to give evidence?—I have not heard anything in our neighbourhood. I do not think they need be if they would speak the truth.

33,456. You think that if witnesses would speak the truth they would not have much to fear?—No, I think not.

Sir *John Llewelyn*—continued.

33,457. Would you give us your opinion as to the causes of the agricultural depression?—I think one great cause is the foreign competition, and the railway companies. We are handicapped by the railway companies. They charge us nearly as much again in some cases as they do the foreigner for transit.

33,458. Have you anything to say about foreign meat?—Yes, I think that should be all marked up as foreign, and not sold as English. I think that would make a very great difference.

33,459. Are you aware, of your own knowledge, that foreign meat is sold as English?—Well, only from the papers where I see cases. I know it through the newspapers.

33,460. Have you received abatements in rent?—Yes, I had an abatement myself.

33,461. Have you had any reduction?—I have had no abatement, but they are having it in some parts of the neighbourhood. I have had no abatement, but my farm has been reduced. I have not asked for an abatement, but some of the tenants round there are having abatements.

33,462. You have had a reduction in your rent?—Yes.

33,463. Have the abatements been continued from year to year?—Yes, they have been continued a good while some of them—more or less.

33,464. Which of the two systems do you think the best?—I think that the rents ought to come down on account of the depression, and they could be raised afterwards when things got better.

33,465. What is the practical difference between the two systems?—It makes a difference in this way, that the assessment is based upon the rent, and of course the rates have got to be paid upon the whole.

33,466. Quite so?—Then I think if there was an abatement they could go before the Assessment Committee and show that the rents were lowered.

33,467. If they had an abatement, do you say?—If it was reduced.

33,468. But there is a difference between the reduction and the abatement; the reduction is a permanent reduction, and the abatement, it may be, is for consecutive years, one after the other, but it is only a temporary reduction?—I made a mistake in the word I used.

33,469. That is the difference between the reduction and the abatement, and if you have a reduction you go to the Assessment Committee, and the assessment of your farm is reduced?—Yes, reduced to that amount.

33,470. In case of a temporary abatement, is there any chance of getting the Assessment Committee to reduce the rate?—No, not unless it is done on the year before. If it is done on the year before, and the tenant takes a note to show that the landlord had lowered the rent for that year—I think for two years I have seen it done—when a tenant has been lowered for two years to start with, I have seen it done by the Assessment Committee.

Sir *John Llewelyn*—continued.

33,471. That is just the point I wanted to get at; if a tenant therefore can show to the Assessment Committee that the abatement is continued over a series of years, the Assessment Committee is open to meet him?—Yes.

33,472. We found a great difference in practice in different parts of Wales upon that point, I think?—I daresay there is.

33,473. Generally speaking, I think we usually find that the Assessment Committee will not reduce the rates upon a mere abatement, but they require a reduction of the rent?—I am on the Assessment Committee of Monmouth, and if the tenants can show that it has been lowered for two years we take it down.

33,474. How much reduction did you have?—I took the farm at 365*l.*, and I had the 65*l.* taken off.

33,475. You consider that it is better that the landlord should reduce rents rather than give abatements?—Yes, I do.

33,476. Then when trade improves you would consider that the rents should be raised in proportion to the improvement in the trade?—Yes, it would be only fair and right, I think.

Mr. *Brynmor Jones.*

33,477. Have you been connected with this county a long time, Mr. Jeffreys?—Yes, I was born in the parish of Raglan, and I have never been away.

33,478. How long have you been on your present farm?—11 years.

33,479. Has the rent been raised at all during that time?—No.

33,480. The acreage is 246, I think you said?—Yes.

33,481. And the rent 365*l.*?—Yes.

Mr. *Grove.*

Less 65*l.* permanent reduction.

Mr. *Brynmor Jones.*

33,482. On what estate is that?—His Grace the Duke of Beaufort's.

33,483. You are pretty well acquainted, I suppose, with the farms throughout the whole of the county, are you not, and the methods of farming adopted throughout the country?—Yes, more or less.

33,484. Mr. R. F. Boyle made a report upon Monmouthshire some thirty years ago, and I see that he contrasts what he calls English and Welsh farms in this way: he says "In both these "counties" (he is referring to Monmouthshire and Radnorshire) "there are two different kinds "of farming prevailing respectively on the "eastern and western sides, which we may "distinguish as the Welsh and English, the "principal characteristics of the former being, "so far as concerns our purpose, that the "labourers live in the farmers' houses, of the "latter, that they live in the cottages on the "farm"?—Yes.

Mr. *Brynmor Jones*—continued.

33,485. Does your experience bear out that statement?—In some parts the labourers live in cottages. In some of the farms there are no cottages. I have had one cottage now for two or three years that I have had given to me by the duke's agent.

33,486. You rent the cottage from the duke as part of your holding?—Yes.

33,487. Then you let one of your labourers live in that cottage?—Yes.

33,488. Have you any labourers living in your house?—Yes, I have one in the house now. In summer I have three or four,

33,489. Could you help us in drawing a line on a map distinguishing between what may be called the more Welsh and the more English parts of Monmouthshire?—No, I could not.

33,490. You are at Raglan, as I understand it?—Yes.

33,491. Do any of the inhabitants of your neighbourhood, the neighbourhood of Raglan, habitually speak Welsh?—No, not habitually. I do not think there is anybody that speaks Welsh in Raglan parish.

33,492. But, speaking broadly, I suppose that the Welsh part is to the west of Raglan, is it not?—There are Welsh people on both sides of me, some at Llangoven; there are two farms joining at Llangoven.

33,493. Then those farmers are Welsh, are they?—Yes.

33,494. It is no good asking you in detail if you cannot tell us where you think the line ought to be drawn?—No, I do not know where it should be.

33,495. Is what Mr. Boyle points out the characteristic of difference between the western farms and the eastern farms?—Yes, so far as I know it is; I should think it is very likely to be right.

33,496. I suppose that the proportion of arable land to pasture is a very important element, is it not, in determining a farmer whether he will have his labourers in the house or out of the house, is it not?—Yes, certainly, because if it is pasture, he does not want so many labourers; if it is arable land, he wants more labourers.

33,497. And he wants, of course, in the case of pasture farms, the men to be always about, and easily accessible for him?—Yes; in both cases we want the men near.

33,498. Do you think that is the main reason for the distinction that Mr. Boyle has pointed out, and which appears still to exist in the difference between the methods of farming?—There may be a difference. In some things, the river Usk makes a difference, but I do not know whether it does in that.

33,499. Is there not still a want of cottage accommodation in this county?—Yes, there is in some farms I am sure. There are a great many farms that have got plenty of cottages, and there are a few that have not got them.

33,500. Have many of the cottages been allowed to go into ruins?—Yes, there is a great number. There are cottages independent of the farms altogether—a good many—but the cottages on the farms, generally speaking, are used in almost every case.

33,501. Mr. Boyle says that one peculiarity which he notices, is the number of small cottages held direct from the landowner at a very low rent, commonly called a cot rent?—Yes.

33,502. Do many of those very small cottage holdings still exist?—Yes, there are a good many in our parish.

33,503. A good many at Raglan, are there?—Yes, of that sort of cottages.

33,504. He gives an instance from Raglan: "Some individual would put up a little cottage "here, generally a mere hovel at first, but in "course of time, as he became more sure of not "being disturbed in his possession, would im- "prove the house, and take in more and more "garden land along the roadside, until there "has grown up in some parishes—Raglan for "instance—a sort of long narrow field cutting "off the farm from the roadside, and cut up "into small holdings, each with a garden, some- "times with an orchard attached, and sometimes "even, if the holding be larger, a bit of corn or "roots. Some of these are freehold, but the "greater part pay some small rent to an adjoin- "ing proprietor"?—That is quite true.

33,505. That is quite true still?—Yes.

33,506. What is the general condition of those cottages?—They are rather small generally speaking; some of them are very good.

33,507. Are the cotters who live in those cottages better off than the farm labourers proper—In some cases they are, because they are independent. They are working on the line of railway, some of them, and of course they get more wages than we can afford to give them.

33,508. Have the landowners in Monmouthshire been building cottages much?—No.

33,509. Mr. Boyle says, "In this county it "has been for a long time not the habit fo "landed proprietors to build cottages, and con- "sequently in such towns as Usk and Caerleon "there is a large agricultural population going "out in many instances long distances to work." During the years that have elapsed since this report, which was made in the year 1862, have the landowners been building many cottages on their estates, to any extent?—No, not many; not to any extent.

33,510. Is there a scarcity of labour on the farms in Monmouthshire?—There is a scarcity of good men, what I should call men that we can trust.

33,511. I ought to put my question in a different way: do you find it more difficult to get good agricultural labourers now than formerly?—Yes, very much more difficult.

33,512. And of course the good men want higher wages than they were in the habit of getting formerly?—Yes, we are giving them higher wages.

33,513. What wages do you generally give?—I give to my waggoner 14*s.* a week, and I have another man to whom I pay 15*s.* The waggoner cannot do anything except look after the horses, but the other man, the one I give 15*s.* to, can do

Mr. *Brynmor Jones*—continued.

anything. They have their food through the two harvests, and in the beginning of the harvests, from the commencement of the hay harvest, they have their food with me till the end of the corn harvest, that is to say, they do not come sometimes to breakfast, but they always have their food if they like. They work overtime, and I give them their food on account of overtime.

33,514. They have to provide their own cottages on those terms, I suppose?—Yes.

33,515. What wages does the man who has a cottage given to him on the farm get?—Well, one of these men that I have got has a cottage on another farm of the Duke's. Another party lent that man to me; he is not my man, although he has been with me 12 months; there having been a dry summer and this farmer having got young men, he did not want him, and he is staying with me till next May. He has got a cottage on another farm that I have not got, in fact I have not got a cottage for him, he is only lent to me.

33,516. From your knowledge of the country, would you say that the movement as to which we have had evidence in other counties exists here, namely, a general movement from the country towards the towns?—Yes, they move somewhat; they go to the hills from us. I have had to put my hand to paper for several young men; when they get useful they want to go away—the best young fellows—because we do not give them enough wages I think; they want more wages than we can afford to give, and they get away, and of course they have a good character, and I am always pleased to put my hand to paper for them.

33,517. Coming to another point upon which you touched, namely the question of improvements, you said that here, as in other places, the tenant has been in the habit of providing haulage, and the landlord provides the material for the work in the way of permanent improvements, buildings, and so forth?—Yes.

33,518. Do you find that the tenant farmers in this county are sufficiently alive to the need for such improvements; do they try to get their landlords to help them to improve the farm buildings and so forth?—Yes, I think so.

33,519. What is the condition of the farm buildings generally; are they adequate, for instance, the cow-houses and so forth?—Perhaps you mean, built in the modern style.

33,520. Yes, built in a modern and satisfactory style?—Yes, the new buildings are, but the old buildings are not very convenient.

33,521. Do you think that the expense of the haulage has a tendency to discourage the tenant farmer from urging the landlord or the agent to go in for improved buildings?—No, I do not think so. I do not quite understand your question.

33,522. Do you think that the expense and bother of hauling discourages the tenant farmer from pressing upon the agent or the landlord the necessity for improved modern buildings?—I do not know; I do not think so. We generally do it at a time when we are not so busy, at least I have many years ago, and my father before me. We feel quite safe with these old landlords; we are never disturbed. My father rented under Colonel Tynte, and I after him for some years, and my father always used to say it was as good as a freehold, and we were quite as safe as if it was our own as long as we did our duty and farmed properly.

33,523. Can you tell me what average proportion, in a county like this, the expenses of the haulage bear to the expenses of the materials in the way of improvements and buildings?—No, I cannot.

33,524. It depends very much on the distance, and so on?—Of course it does.

33,525. It is rather difficult to ascertain?—Yes.

33,526. My reason for asking is that in the very competent letters which I have called attention to before, which have appeared in the "Western Mail," there is an account of an interview in which an apparently skilled person informed the correspondent of the paper that in some places the proportion of the expense of the haulage amounts to 40 per cent. of the cost of the buildings, and that it always comes to 20 or 25 per cent. Would you agree to that?—It certainly would not amount to 40 per cent. It could not be possible, I should think, to make it up to 40 per cent.

33,527. Not even where the farm is situated in some inaccessible place?—No, I should think not. We have railways now in all parts.

33,528. You think the railways have made a great deal of difference?—Yes, the railways have. They have brought material much closer.

33,529. When these improvements are made is it customary for the landlord to add something to the rent by way of interest on the expenditure?—I have known of a case. I have known several cases otherwise, where there was nothing added.

33,530. I do not think you referred at all to the Agricultural Holdings Act of 1883. Do you, from your knowledge of the Act, and from what you have seen, consider the Act is a satisfactory one?—I do not think it is very easily worked. The legal part of it is very costly, I think.

33,531. Most of the witnesses have told us that. Is it often resorted to, in fact, in this neighbourhood?—No, I do not think it is. I should not want to make use of it under the landlords I have got, because they allow me to sell the hay if I want to and what I like, as long as I farm to their satisfaction.

33,532. What is in fact done when a tenant leaves a farm here, supposing he is leaving quite amicably, what is done as to compensating him for unexhausted improvements?—I do not know of a case just in our neighbourhood where they have asked for anything. They went out They are allowed to sell hay, and his Grace the Duke of Beaufort does not interfere, and as they are allowed to sell hay, they think on account of selling the hay that they are not entitled to much. They farm as they like, I think.

Mr. *Brynmor Jones*—continued.

33,533. Then I gather from your evidence that there has not been of recent years much change among tenant farmers?—No, I do not think there has. We have had a few deaths not far from us.

33,534. What happens on the Duke of Beaufort's estate when a tenant dies; who gets the farm generally?—The eldest son generally.

33,535. So that the farms have been kept in many instances for a good long time in the same family?—Oh, yes.

33,536. Was that the case with your own family; have your family been farmers about Raglan for some time?—Yes, my father was brought up on one of the Duke of Beaufort's farms, but his brother had the farm after, and then he gave it up, and they wanted my father to go back there, but he took another farm. Then he had a farm under Colonel Tynte.

33,537. In one of the letters I was referring to, reverting to the improvements for a moment, I forgot to ask you this. Do you know Mr. Verrinder?—Yes. He is dead.

33,538. It was said by Mr. Verrinder that the farmers of the county do very little in the way of improving their holdings?—They do not farm as well as they used to.

33,539. Has there been any general change in your time in the method of farming about Raglan?—No.

33,540. I will tell you what I mean: is there as much arable land now as there was?—Yes, there is. There is a good deal put down in several parts. I have put down a good deal myself to grass.

33,541. We have had evidence of that before. You think that the change has been going on here also?—Yes, I think that change has been going on all the time.

33,542. Have the farmers in your district felt the depression of late years very greatly?—Yes, they have.

33,543. Of course, do not answer the question unless you like, but do you find it difficult to pay your rent, and make both ends meet?—No. I have got a little means of my own, and I have no difficulty.

33,544. But if you had not got means of your own, you would have been hard pressed during the last few years?—Yes, I should certainly have lost the interest on my capital. I should have had no interest on my capital, certainly.

Mr. *Griffiths.*

33,545. You mentioned in your evidence that tenants are reasonably secure under old landed proprietors?—Yes.

33,546. Do you believe that is so with respect to any proprietors besides old landed proprietors in this district?—There are some people that do not own more than a farm or two, and that sort of thing.

33,547. You consider they are not quite as secure under those as under the old estates?—No, certainly not. In some cases they would

Mr. *Griffiths*—continued.

be secure, but not in all—it would not be so general.

33,548. Are there many farms sold in this neighbourhood generally?—No; we have not had many sold at Raglan; we have had a few.

33,549. Do they change hands more frequently than the old estates—do they change their tenants?—Yes, I think so.

33,550. Have those tenants had an abatement or a reduction of rent in these depressed times, do you know?—Some of them have, and some of them have not.

33,551. You spoke of the tenants doing all the hauling on the estates; have you any express time for the period of exhaustion for doing that hauling; if a man does much hauling in building, and he finds that the farm is too dear, and he is obliged to leave, is he paid for it all when he leaves?—Not that I am aware of.

33,552. You have not known any instances where a tenant has been paid when he leaves?—No.

33,553. The changes are not very frequent, I suppose, are they?—No, they are not. They generally do a lot of hauling where they feel themselves secure.

33,554. Are abatements of rent generally made in this district?—Well, yes. In the Duke of Beaufort's case they make abatements; I do not know whether they do to all or not, but they do give back a certain amount, and on some of the farms regularly, or nearly regularly—almost every year.

33,555. Is the rent near about the same as it used to be in the sixties and seventies—I mean when corn was selling well, 6*s.* or 7*s.* a bushel?—In some cases the rents are the same.

33,556. In some cases much the same?—Yes.

33,557. Do you think a farmer can make so much out of his farm now as he could in those days?—Certainly not.

33,558. Do you think that the abatements that are made are sufficient to meet the present depression?—I do not know. I do not think they are—not to meet it all round, but I look at it in this light, that the landlords and the tenants should both suffer, I think, in bad times; I think we all ought to suffer alike.

33,559. A tenant can surely make no money in these times, can he?—No.

33,560. You think the landlord should meet him?—Yes, he should meet him and assist him, certainly. It is his interest to do so if he has good tenants.

33,561. If this present depression continues, do you think that farmers, as a rule, will be able to hold on at the present rents?—No, unless they get helped from the landlords, or some other aid.

33,562. Have you any instances of cottagers keeping cows on their holdings?—No.

33,563. None?—No, I cannot remember one

33,564. Do you not think that would tend to keep the labourers on the farms, and to prevent their running into the towns and populous districts?—Indeed, I do not know.

Mr. *Griffiths*—continued.

33,565. We have found it in other places?—They go away when they are young men, before they get married. It is when they are young men that they go away.

33,566. You say that labourers are not quite so competent as they were years ago?—No, certainly not.

33,567. Do they not take the pride they used to in learning to thatch?—No, there are very few labourers who know how to thatch, or to hedge, or anything of that sort—to make ricks and so on—very few.

33,568. You generally, I suppose, have the aged men on the farms and the young men, the most able-bodied men, go elsewhere, do they not?—Yes, just as they come about 18 and 20 they go away.

33,569. They go away where they can earn some wages?—Yes.

33,570. But do you not still think it would be to the advantage of the farmer to keep those most able-bodied men on the farms?—Certainly.

33,571. What is to become of the aged men if you do it, I cannot tell, but it is just the same case in my neighbourhood. Do the labourers' wives go out upon the farms here at all?—No, they do not do that.

33,572. Not at all?—They used to do so.

33,573. I see by Mr. Boyle's report a great many used to?—Yes; they do not now.

33,574. Do farmers generally find that a loss to them or a benefit?—Well, it is a loss, because if the women can go out and help in the hayfield when the weather is bad it is often a great help to us.

33,575. And they used to hoe turnips, I suppose?—They have not hoed turnips in my neighhourhood.

33,576. I suppose the women do not do any milking?—No.

33,577. The men do all the milking?—Yes, generally speaking.

33,578. You have some Welshmen come into the neighbourhood; do they not bring some Welsh girls with them to do the milking?—I think the Welsh girls do milk.

33,579. Still I find according to this report that they soon pick up the habit that is common to the neighbourhood; they dislike milking, and will not milk after a few years?—Oh, yes, milking is hard work if it is done properly.

33,580. I quite agree. Is this a dairy district; is there much dairying done in this neighbourhood?—No, not done in my neighbourhood.

33,581. Have you had any dairy schools here—any teachers?—Yes, I could not get the young people to come to them; I tried what I could.

33,582. You did try?—I was in communication with the Technical Instruction Committee, and I did all I could.

33,583. And you could not succeed in getting them together?—I could not succeed in getting anybody to come, not more than two or three.

Mr. *Griffiths*—continued.

33,584. The butter making is not very satisfactory in this neighbourhood I should think?—There is a lot of bad butter made in our neighbourhood; I see a lot of bad butter in the shops.

33,585. Have landlords in the neighbourhood done anything to improve the dairies, to make them suitable for present dairy appliances?—Well, I do not think there has been anything done yet. Some dairies are very good and some very poor.

33,586. What do you consider the value of the food and drink you give your labourers from the beginning of haymaking to the end of harvest?—I have never thought about it.

33,587. You have not considered it?—No, but it must be worth something.

33,588. Suppose the labourer had his wages in money altogether, how much do you think it would amount to?—They seem to rather prefer the food and drink. They have as much drink as they like. They have what drink they like. They have their bottles filled, and when they are out they have them filled again.

33,589. What do you generally give them to drink?—Cider.

33,590. You say you have a good deal of arable land laid down to pasture?—Yes.

33,591. How does the land take to grass, does it soon recover itself?—Yes, generally speaking, when it is put down properly.

33,592. It is rather an expensive process?—Yes, very.

33,593. It requires some top dressing afterwards, does it not?—Yes, I paid 30*s.* an acre for my seeds, and they have done very well.

33,594. You do not know any instances where landlords have paid for seeds for permanent pastures?—Yes, my landlord has.

33,595. Quite so; I think they should do their part in that way?—Yes, he has done the most of it. I put down 40 acres and I put down 8 out of the 40 myself; the rest was done by the landlord.

33,596. How do you find that land afterwards; do you think it pays you as well as when you used to grow wheat and barley years ago?—Yes, because wheat is not worth scarcely anything now.

33,597. Not now, but at the time when wheat was selling at 6*s.* or 7*s.* a bushel?—Oh, yes, in that case it paid very well.

33,598. Are the applications for farms very numerous in this neighbourhood when they are to let?—Yes, if it is a desirable farm, if it is a good one.

33,599. But in general I mean?—If it is a good farm there are plenty of applications. If it is in a good position, near a railway or a village, and there is a good road to it and it is good land and that sort of thing there are more applications.

33,600. You said just now that farmers do not farm quite so well now as they formerly did?—No

33,601. What is the reason do you think?—I do not think it pays. One reason is we have

Mr. *Griffiths*—continued.

not got so good a class of labour and the other is that it does not pay, there is not that encouragement.

33,602. But still if there is no labour employed it is more unlikely to pay, is it not?—Yes, certainly.

33,603. It is not because the farmer has not the same capital that he formerly had to lay out?—That would surely have something to do with it, a great deal to do with it.

33,604. You think there is plenty of labour and plenty of work to be done on the farm?—Yes.

33,605. There is no scarcity of labour?—No, the work is there to be done, and if it is not done of course it soon tells.

Mr. *Richard Jones.*

33,606. You told Mr. Brynmor Jones that you did not get any interest on the capital invested in your own farm. I shall not press for an answer to this question, but you can answer it if you like; are you rewarded for the labour expended on your farm—for your labour?—I lose what I think is about the interest on my capital. That is what I think.

33,607. Have you any children?—No, I have never married.

33,608. You say in your *précis* that there should be more uniformity between the rent and the value of the holding; that is, that rents should be assessed in accordance with the price of produce and stock. Would you go so far as to recommend that this should be carried out by law?—No, I would not. I like freedom myself. If we have got good landlords, I have no doubt that that could be managed without a law interfering in any way.

33,609. How would it be with bad landlords?—Well, of course there would be a difficulty in that matter.

33,610. I suppose the tenants of the bad ones would go to the wall?—They must suffer, of course.

33,611. And you think it is better that some bad ones should go to the wall than that there should be any interference in the relations between landlord and tenant?—Well, as far as I am concerned I do not want any interference, and I believe there are a great many others that do not, when we have good landlords.

33,612. You are not prepared to speak as to the tenants of the bad landlords?—No, I know nothing about bad landlords. I never had one.

33,613. Are there any in Monmouthshire?—I do not know. The larger ones would not be, I think. That is as a rule.

33,614. Do you find any of the clauses in your agreement harsh or in any way a grievance?—No. The Duke of Beaufort never interferes with his tenants and never turns tenants out, I think, unless they farm very bad. I do not know a case even where he has turned one out, although there are some farmers who farm bad—very bad indeed.

33,615. You do not find this clause a grievance, "The tenant shall annually find a 'walk' and

Mr. *Richard Jones*—continued.

"other requisite attention for the rearing of a "foxhound puppy for the landlord"?—Well, I have done that.

33,616. They do it cheerfully?—Yes. I have never grumbled at it.

33,617. Is a clause like this bound to be carried out in its integrity—that the tenant shall not do any haulage except what he does in respect of his farm?—Not hauling timber or anything?

33,618. Anything?—Well, there is a man that hauls a lot of timber under the duke in our parish. That is all I know. In fact he is always at it nearly. He is one of the tenants of the duke, and a large farmer too, and I know he is not interfered with.

33,619. Is the Ground Game Act operative on the duke's estate?—Yes, for ground game.

33,620. You avail yourselves of the Ground Game Act generally?—Oh, yes, the tenants try to have—at least a few of them try to have—a few rabbits and that sort of thing, and they kill the rabbits themselves. The winged game the duke gives to Lord Raglan. I shoot, but his lordship always asks me to shoot along when they come up, and they give me some game.

33,621. You do not find that game prevails to such an extent as to damage the crops?—Oh no, not with us certainly.

33,622. Nor anyone on the estate?—No, not on his grace's estate; there has not been a case that I know of unless the tenant keeps too many rabbits for himself.

33,623. You do not find that there is any fear amongst the tenants to make use of the Ground Game Act?—Oh, no, they are shooting the rabbits and preserving rabbits for their own use under the duke.

Mr. *Seebohm.*

33,624. Your farm is 246 acres and your rent seems to be from 24*s.* to 25*s.* per acre I think?—Yes, about 25*s.* or a little over.

33,625. Since the reduction?—Yes.

33,626. Would you explain whether that is an ordinary rent, or is your farm a better farm than others?—Oh, it is a little better than some of the farms. I have got a good deal of bottom land—meadows—a little better than some of the rest of the farms.

33,627. That is the most valuable kind of land?—Yes.

33,628. For fattening stock?—Yes and for bringing up stock—rearing stock—rearing stock more than fattening.

33,629. What would be the usual rent of an ordinary farm in your district?—I should think 1*l.* or under.

33,630. I suppose your district is not a mountainous district?—No.

33,631. Then the little pasture farms are generally mountain farms, are they?—Yes, there is no mountain near Raglan.

33,632. But when you get among the more mountainous districts the farms are smaller probably, are they?—Yes, I think so.

Mr. *Seebohm*—continued.

33,633. And more pasture farms?—Yes.

33,634. Are there any of them really dairy farms?—I do not know; you see I live a long way from these places. I know but very little about that; they have a lot of sheep generally speaking running on the hills.

33,635. The farms about which you know most are those which, like your own, are chiefly arable?—No, mine is not chiefly arable. I get more pasture than arable.

33,636. Meadow and pasture?—Yes, meadow and pasture.

33,637. Then may I ask this question. In these bad times, supposing that a farmer has lost a portion of his capital, do you think it is an advantage to him to keep the farm the same size or to put his smaller capital on a smaller quantity of land?—Of course, if he has not got enough money he cannot go on very well, and perhaps it would be better for him to have a smaller farm.

33,638. That is to say, if a man has 1,000*l.* to put on to a farm, he would get more money out of a small farm than out of a large farm?—But generally speaking they are dearer. There are more applicants for a small farm than for a large one.

33,639. Would the rents be higher?—The rents would be higher, I think.

33,640. Higher in proportion?—Yes.

33,641. Do you think there is more to be made out of the land if that style of farm was more general, instead of people extending their capital over a large area than over a small area?—I do not know.

33,642. You do not feel quite able to answer that question?—No, I do not know about that.

33,643. Yours would be rather a larger farm than the average, I suppose?—Yes.

33,644. What would be the average size of the farms—what would they run?—About 100 acres or 150; 150 I should think would be about it. There are one or two larger farms in Raglan than mine.

33,645. But about 100 acres would probably be the average?—150 acres, I should think, would be the average between.

Mr. *Grove.*

33,646. I think we gather from you that your general opinion is that difference in religion and politics makes no unpleasantness between landlord and tenant?—I never knew a case in our neighbourhood.

33,647. You have not heard of such things in other districts near you?—No, I have not.

33,648. You spoke also of having a farm on a lease. I think your words were that you were glad to get out of the lease?—Yes.

33,649. Can you tell us the reason why, and how many years were unexpired when you gave it up?—I think about four or five years, and the reason was I took another farm. I did not want it; it was some distance away from my other farm.

33,650. Not because the lease you had taken was at a high rent?—No, oh no.

Mr. *Grove*—continued.

33,651. Have there been many changes in tenancy in your district?—Yes, there have been a few changes, but not many.

33,652. Is there any special reason why those changes took place?—Death in some cases. Mr. Lloyd, of Cefngoch, died, and so did Mr. Morgan, of the Lodge, in the same year, two of the largest farmers.

33,653. Have any of the large landowners been selling in your district lately, within the last two or three years?—Selling the tenants' property?

33,654. Yes, selling their properties?—No, I think not.

33,655. Then as to agreements. Do we gather that you have an agreement now for your present holding?—No, I have not got an agreement, but it is very likely that Mr. Verrinder forgot all about it; that is the reason, no doubt.

33,656. But it is usual for each tenant, I suppose, to have an agreement—a regular printed form?—Yes.

33,657. And each owner has his own particular form of agreement?—Yes.

33,658. Do you know when the farmer takes the farm, is a copy of that agreement given to him in all cases?—I do not know that. I had no agreement whatever with one of my landlords before; there was an old agreement of my father's, I think, about 50 years ago, but the one landlord that I had, I never had any agreement with him whatever.

Mr. *Seebohm.*

33,659. May I ask whether the custom of Glamorganshire is very different from the custom in Monmouthshire, the next county?—Oh, yes, we have not any custom with us much besides the custom as to what is to be left at May. We leave the house at May, but we give up the land, except the boozy pastures as we call them, at Christmas or Candlemas. Then we have one-third of the arable land for growing an off-crop of wheat; then, if there are two granaries, we have one till the next May afterwards, to store the grain; again, if there are two barns, we get one. The clover, again, is paid for. There is not much custom with us more than that.

Mr. Grove.

33,660. I suppose you would consider it desirable for each tenant, when he takes a farm, to have a copy of the agreement given to him by the agent, so that he may take it home and understand exactly the conditions on which he has taken his farm?—It certainly is more like business.

33,661. Have you known of any rents being advanced the last few years?—No.

33,662. When abatements are made is notice of the abatement given a month or two beforehand to the tenants?—I think not.

33,663. Would it not be desirable; for instance would not a tenant farmer sometimes sell stock perhaps at a disadvantage, in order to get the money ready for his rent, and then when he came to pay his rent, find that he had got an abatement, say, of 20 per cent.?—I think it

Mr. *Grove*—continued.

would be a very good thing for him to know; it would help him.

33,664. We have found that as much as two or three months' notice, and sometimes even six months' notice, is given to the tenant farmer: "Now you will get an abatement next half-year "of say 10, 20, or 15 per cent." Then he knows exactly what to do?—Certainly.

33,665. In some cases we have been told that a farmer has sold his stock at a great disadvantage, and then has come home with part of the money in his pocket from the rent audit?—Certainly it would be better for him to know.

33,666. Do we gather from you that there is not quite as much labour on the land as you would like to see. Do the fences and ditches suffer much now?—They have been suffering, but the last two years I have been able to get men to hedge and that sort of thing better than I did before.

33,667. So that you think things are improving?—Yes, as regards labour it is improving a little.

33,668. Then you also said that you had made some personal effort to get students to the butter school?—Yes.

33,669. And that in some cases you had failed?—Yes.

33,670. Now why was that, because it is a very important thing. The county council is spending a lot of money over this agricultural teaching, and we are particularly anxious, if there is any prejudice, to try to remove it. First of all, do you consider that a butter school is an advantage?—I believe the butter school is, but some of the other things I do not think. The chemistry I do not think is much good unless it is begun sooner, unless boys are taught in school, I mean. We cannot get grown-up men to go to it. I tried; I did my best for that.

33,671. I suppose your land is fairly good?—Yes.

33,672. And at Raglan and about that part at any rate your tenants are quite as intelligent, possibly more, than in some other parts of the county, and it may be that the quality of your butter is very decent there, is it not?—There is some very good butter, but there is some very bad butter. I have got to go to a shop and be very careful when I have any butter, or else I may get very bad butter.

33,673. If that quality that is now bad could be improved, would not that butter be worth 2*d.* or 3*d.* a pound more?—I believe the dairy school would do good if the people would take to it, but they will not take to it.

33,674. It is most unfortunate, and I trust it will have the sympathy of intelligent farmers in all parts of the county as far as possible. Now is there any game preserving in your part?—No.

33,675. Are there any unpleasant relations caused between landlords and tenants through the game matter?—No.

33,676. Not at all?—Not at all in my experience.

Mr. *Grove*—continued.

33,677. Is there any co-operation amongst farmers for purchasing feed stuffs or manures?—No. As to manures, we have co-operated before now. We have joined together and had a large quantity, 20 tons I remember one year, and then I have had it at the same rate afterwards from the same party.

33,678. Is there any sub-letting by the tenant farmers, sub-letting of small pieces here and there of accommodation land at a higher rent than the farmer pays for it?—No, I do not think so. There is very little sub-letting in our neighbourhood.

33,679. Do you think the landlords of the district would be averse to it, or would they give consent to it?—I do not think they would like it. I do not think they like the tenant to under-let, sub-let, or that sort of thing.

33,680. You spoke of the railway rates. You spoke of the competition of foreign produce in this country; but what about the local railway rates, the railway rates for transferring your produce (if you do so) from such a place as Raglan to Pontypool market, or to Abergavenny, or otherwise; do you consider those railway rates are reasonable, or are they excessive?—Well, unless we can make 4 ton lots they come very heavy.

33,681. Do you make use of the railway in sending butter for any distance; for instance, a hundredweight?—I breed Herefords; I do not make butter; I have got no dairy, or very little; we make a few cheeses for our own use, that is all.

33,682. Would it be an advantage if there was a centre for butter making like they have in Wiltshire and other places, where the farmers send in their milk and make the butter, wait a few minutes and then take back the butter-milk, so as to get uniformity of quality?—Do they get the butter-milk to go back with?

33,683. Oh, yes, they wait about 20 minutes for it; they do not perhaps get the actual stuff milked, but they get the same quality. You do not perhaps know much about that?—No; but I think in our neighbourhood there is very little dairy work; they breed more; there is very little dairy work done, and that is the reason why these schools do not take so well.

33,684. In speaking of fixing a judicial rent you say you would not like to have any interference between the landlord and the tenant?—No, I think not.

33,685. But would not the objection be partly removed if it was always understood that the landlord and the tenant first of all met and discussed the matter and tried to put their heads together and agree upon a certain line. If there were a clause of that kind put in, we will say, to a Land Bill, would not the objection be a little removed, because you would only go to the court if the landlord and the tenant could not agree between themselves?—Well, of course, but I have never had any difficulty and have never found any difficulty.

33,686. Have you never heard of difficulties?—No.

Mr. *Grove*—continued.

33,687. In other districts, I mean, difficulties between landlords and tenants as to rents or as to improvements that have been made on the land ?—I only know what I see from time to time in the newspapers in Wales ; that is all I know.

33,688. Have you any open spaces at Llandenny or Raglan ; are there any open spaces—commons ?—There is at Llandenny ; there is one open space there called Trewirgen Common.

33,689. Whom does it belong to ?—Well, the gypsies a great deal ; they are for ever there.

33,690. I believe they utilize it to a considerable extent ?—Yes.

33,691. But is it belonging to the duke or is it charity land, do you know ?—I should think it is the duke's. It is not charity land, I think. The people round there, the neighbours, have a right to turn on it ; but it is just one or two people that have time to look after the thing that get it. The poor man with two or three cows or sheep looks after it mostly.

33,692. What is the acreage of it ; do you know the size of it ?—I should think it is about 3 acres.

33,693. Is it vested in trustees ?—No.

33,694. Nothing of that sort ?—No.

33,695. You would hardly know the conditions on which it is held ?—No.

33,696. Is there any open space near to Raglan ?—No, we have no open space.

33,697. Is there any other open space near your district that you know anything of ?—There is a small place on the Walks in Llandenny, about an acre, I think, called the Walks.

33,698. To whom does that belong ?—Well, there is a road going round it ; I should think it belongs to the county council as much as anybody ; the roads go right round it.

Professor *Rhŷs*.

33,699. You are acquainted more or less with the Glamorganshire custom that was mentioned just now ?—No, I am not, only what I see now and then in the newspapers, I am not acquainted with it.

33,700. Then it is no use my asking you about it ; you do not suppose that the Glamorganshire custom extends to any part of Monmouthshire, do you ?—No, I think not. I am not aware of it.

33,701. What is the average size of farms in your district ?—About 150 acres, I should think, would be the average.

33,702. Then yours is considerably above the average in size ?—Yes.

33,703. I think you said you keep Herefordshire cattle ?—Yes.

33,704. Then you do not find the question of breed one of any importance in your district ?—No.

33,705. Do you breed horses at all, or do your neighbours ?—Yes, we breed horses, but not to any extent—not further than two colts a year ; sometimes one, sometimes two.

Professor *Rhŷs*—continued.

33,706. Then sheep. Do you breed sheep ?—Yes.

33,707. What breed are they ?—Well, I have got Cotswold sheep.

Professor *Rhŷs*.

33,708. What breed of horses have you ?—Well, big, heavy carthorses.

Mr. *Richard Jones*.

33,709. Shire ?—Shire, yes.

Professor *Rhŷs*.

33,710. Do you consider them a good breed ? My colleague is very severe on some of the horses in this part of the world, I know. Do you consider your breed a useful and good sort of breed ?—Yes, I think so ; there might be a little improvement, perhaps.

33,711. I think you suggested—at least I understood you to say, with regard to the young men who go away to the hills and so on, that wages was only one thing that induced them to go, because the farmers themselves pay an advanced rate of wages now ?—Yes, but that is not enough for these people now ; they get so much more ; as colliers they get more than they can get here—at least they have been getting. I do not know what they do now.

33,712. I understood you to say that wages was only one consideration that made them go. Were you referring to anything else ?—Some of them go to the town ; young men, of course, want a change very often, even if it is for the worse, sometimes.

33,713. They prefer to go to the towns ?—They go to the towns, and go to the railway companies and to the police force, and all that sort of thing.

33,714. Do you think that the cottage accommodation has anything to do with that ?—No, I do not think so, because we have got cottages idle in different parts of the parish generally—always cottages idle.

33,715. You talked of a certain kind of cottages in answer to Mr. Brynmor Jones' questions just now. I do not think you said what the rent was of those. The term cot-rent was used ?—Yes, sometimes 1*s.* and sometimes 2*s.* 6*d.*, just as the case may be

33,716. For what time ?—For a year.

33,717. But what is the rent of the other cottages in your district, about ?—Oh, 3*l.* and 4*l.* By the village it would be a little more, and in the village.

33,718. You could do with more cottage accommodation on your farm ?—Yes, I could do with another cottage. I have got one.

33,719. How many labourers, how many servants, do you keep yourself ?—Do you mean workmen and all ?

33,720. How many day labourers ?—I have got two men working out, and I have got one in

Professor *Rhŷs*—continued.

the house. I ought to have two, but the other has gone. I ought to have four in the winter.

33,721. You ought to have four in the house?—No, I have got two out of the horse.

33,722. You have one servant living in the house?—Yes, one; but I ought to have two.

33,723. Where would you house those two if you had them; would they sleep in the house?—In the house, yes.

33,724. Or in an outhouse?—Oh, no, in the house.

33,725. Is that the usual practice?—Yes, I have never known of men sleeping in outhouses. I do not know of a case.

33,726. You have never heard of a case of a bedroom being over a loft or over one of the outhouses?—No.

33,727. That is not usual in your district?—No.

33,728. I have been asking this question in most districts, and I like to compare the results. What is the food of your men, the food in the house generally; for instance, what would you give them for breakfast?—I will tell you what I give them. I do not know what other people give them. I give them some fried bacon in the morning, and tea, for breakfast.

33,729. That is rather better than we have heard sometimes?—That is what they have had always with me. Nothing worse than that.

33,730. Then in the middle of the day?—In the middle of the day up to the middle of the week we have got fresh meat, beef or mutton. That always lasts till the middle of the week. Then, sometimes, we have some boiled bacon the latter part of the week.

33,731. What else, potatoes?—Potatoes and vegetables—always two vegetables for them.

33,732. And plenty of bread and cheese?—Oh, yes.

33,733. Any meal in the afternoon?—Yes, always a lunch in the afternoon, and in the morning, during summer time.

33,734. In the middle of the morning?—In the middle of the morning, before dinner. With me they always have lunch in the morning, and after dinner, in the summer.

33,735. Then supper?—Yes, they have supper.

33,736. What do they have?—Oh, they generally have bread and cheese for supper.

33,737. What do they drink, generally, cider?—Yes, cider.

Sir *John Llewelyn.*

33,738. Mr. Richard Jones asked you about the hound puppies?—Yes.

33,739. It is a very old custom I suppose?—Yes, very old.

33,740. Have you ever heard of its being objected to?—No.

33,741. Do you think that it tends to improve the good relations between landlord and tenant or the reverse?—Well, a good many of the tenants are very particular about the hound, and very careful of the hound always.

33,742. Do they get a puppy show?—No, they do not have a puppy show.

Sir *John Llewelyn*—continued.

33,743. I daresay some of the tenants take part occasionally in the hunting. Are there many hounds about you?—There are not many. Of course there are the Monmouthshire hounds.

33,744. The puppies to be walked I suppose are the Duke of Beaufort's puppies, to go back to Gloucestershire?—Yes.

33,745. Have they not got a puppy show?—He used to have a show and give a prize for the best—I think a silver teapot or something like that he used to give.

33,746. There have been vacant farms in your neighbourhood?—Yes.

33,747. I think you gave us two instances?—Yes.

33,748. Have there been many applicants when there is a vacancy. We have heard a good deal in other parts of Wales about what is called land hunger; that is, a great many applicants applying for one vacancy?—There were a few; I will not say many; there were a number of applications for the farms.

33,749. What sort of number; do you mean three or four?—Yes, three or four, but I do not think there were many for that farm.

33,750. Do you think there would be a larger competition for large farms or for small farms?—Oh, small farms would have the largest competition. That is an arable farm that I was speaking of, and I think that was a good deal of the reason why there were not so many applying for it.

33,751. Do you know the Agricultural Holdings Act well?—No, I do not.

33,752. Do you think that it is much thought of in the neighbourhood?—No, I do not think so. It is never made use of, I think, much.

33,753. One of the questions that has generally been asked, and no doubt has passed under your eye, is this: do farmers often apply for the landlord's written consent for specific improvements?—No, I think not.

Mr. *Griffiths.*

33,754. Is there very marked difference in the mode of farming and the way of living of the English and the Welsh farmer in your districts?—Generally speaking I think the Welsh people live harder and work harder than the English people—generally speaking—but not always.

33,755. Do their wives take a part in the work?—Yes, and the daughters too, more than English people.

33,756. They work on the farm?—Yes.

33,757. And do the children generally work harder than the English farmer's children?—I think they do.

33,758. They take more part in the work of the farm?—Yes, I think they do.

33,759. Do many of the farmers keep accounts in this neighbourhood?—No, very few.

33,760. Do landlords generally do much in the way of introducing good sires for horses, cattle, and sheep, and pigs in the neighbourhood?—Some landlords do. Lord Llangattock has generally got a good sire horse.

Mr. *Griffiths*—continued.

33,761. Does he generally charge for the use of the sires?—I am not sure, but I do not think he charges the tenants anything; I know he does not for his bull.

33,762. It is a very good way of improving the stock in the district, is it not?—Yes, a very good way.

33,763. Do any of the gentlemen keep bulls or cows in the same way?—Lord Llangattock does. One of his tenants was telling me the other day that he only had to pay the man something for looking after the bull; he gave him 1*s.* generally for each cow.

33,764. Do the tenants usually take advantage of that sort of thing?—Yes.

33,765. They do?—Yes.

33,766. Do you consider that the stock is a great deal improved?—Yes, there are some very good things round our part.

33,767. If the stock is bred from inferior sires it is not of much account, is it, as a rule?—That is so.

33,768. That is not the case in your neighbourhood?—It is not so round Llangattock. We have sire horses at Usk and one at Monmouth, and there is one at Chepstow, I think.

Mr. *Richard Jones.*

33,769. Do many of the tenant farmers you are acquainted with ride to hounds?—There are not many in Raglan, but there are one here and there do.

33,770. Is it because they like it?—I do not know, I cannot tell what they go for.

33,771. Is it because it is an opportunity for teaching their horses to jump, and that they find that it brings grist to the mill?—Well, if a man has a young horse it is a very nice way of showing him to take him to hounds occasionally, certainly, I have no doubt there are some cases of that sort.

33,772. Are any of the Welsh farmers good riders?—I do not think the Welsh farmers go so much to hounds.

Sir *John Llewelyn.*

33,773. Two questions are handed in by Mr. Vincent, "What sort of farmers are the Welsh-"men who have come into these parts; do they "come, so to speak, as permanencies"?—Yes, there are some of them that farm bad, but I cannot say that of all of them. Some of the Welsh farmers farm very bad. I have known a case or two where they farmed very bad and I know some Welsh farmers farm well.

33,774. "Do you doubt for a moment that "Major Lister, the duke's agent, would give "you a copy of your agreement if you wanted "it?"—He would certainly give it me, I am sure he would.

The witness withdrew.

Adjourned for a short time.

Major E. LISTER called and examined.

Sir *John Llewelyn.*

33,775. You are now agent to the Duke of Beaufort?—Yes.

33,776. You have been recently appointed, I think?—Yes, last autumn.

33,777. What has been your experience as agent?—I am a landowner myself.

33,778. You have been a landowner yourself?—Yes, and am now.

33,779. Have you farmed considerably?—Yes. I have been farming for the best part of 20 years.

33,780. What is the acreage of the property that you represent in this country?—About 17,000 acres of cultivated land, and about 10,000 acres of wood; it is about 27,000 acres in all.

33,781. Does his grace reside in the county at all?—He keeps rooms at his seat in Monmouthshire at Troy, and he is there frequently, and in the county at various meetings and so on.

33,782. He is lord lieutentant of the county?—Yes.

33,783. What have you to say about the changes of tenancy on the estate?—The changes of tenancy on the whole have been more frequent of late years. They generally go on from father to son as a rule on the duke's property.

Sir *John Llewelyn*—continued.

33,784. Are the tenants principally Englishmen or Welshmen?—Principally Monmouthshire men. There are a few Welsh tenants.

33,785. English speaking?—Yes, all English speaking. Some of them may possibly speak Welsh as well.

33,786. A question was asked just now about the division; could you describe what line of demarcation there is between the English speaking and the Welsh speaking parts of Monmouthshire?—I should say roughly if you drew a line from Abergavenny down to Newport, and took the western side, that would coincide with the Welsh part somewhere about.

33,787. Would you agree with the last witness who said it was somewhere about the river Usk?—It would go with the Usk a certain way, but not all the way. The railway would be nearer the mark, I think.

33,788. May I take it that what has principally kept up the Welsh language has been the colliery districts?—Yes, I should think probably it is.

33,789. Then there are some Welsh speaking farmers who have come down into the county

Sir *John Llewelyn*—continued.

that you represent?—There are very few of our tenants who are real Welshmen. There are a few.

33,790. Very few?—Yes.

33,791. Amongst them have the changes been the most frequent?—Well, some of them, not what I call very good farmers. On the other hand, some of the Welsh farmers in this county are very good.

33,792. So that you would not like to suggest any rule or principle on the subject?—No, I do not think I should. As a rule we do not have to go out of the county at all for tenants.

33,793. How are the rents fixed?—There is no actual rule on the subject.

33,794. Are they fixed at a gross sum. Do you take the acreage into consideration?—More or less, but you may say a gross sum practically. Some of the tenants, although they have it on their agreements, I find do not now, without referring to me, know exactly even the acreage of the farms they hold.

33,795. Do you take the question of the tenant's capital into consideration?—Certainly I do, so far as I can.

33,796. In fixing the rent?—No, not in fixing the rent. I thought you meant in accepting the tenant.

33,797. The words I have in the summary of your evidence are these: "the rent is fixed at a gross sum, regard being had to the question of whether a tenant's capital is adequate"?—Certainly, I should not like to let a farm to a tenant that I thought had not capital to farm it.

33,798. Have you ever let any land by tender?—No, never. I do not think it has ever been done on the property.

33,799. Has there been much variation in the Duke of Beaufort's rental?—Yes, there has been considerable variation in the last years, if you take a period of years.

33,800. What fixed direction has that variation taken?—In going down, certainly.

33,801. A reduction of rent?—Yes.

33,802. May I ask whether that has been a permanent reduction or a temporary abatement?—They are principally temporary abatements.

33,803. But some are permanent reductions?—Some are permanent reductions, certainly. I can give you a list of some of the large farms, half a dozen of them, the figures that they used to stand at, and that they stand at now.

33,804. Would you give those figures?—Do you wish to have the names of the farms?

33,805. Yes?—The Rhaddyr Farm stood at 600*l.*, and now the rent, including tithe—with the tithe added on—is 425*l.*

33,806. In that instance, where you speak of the tithe, you mean that the tithe is now paid by the landlord, but not added to the rent; is that it, or is it added to the rent?—It is added to the rent.

Mr. *Grove.*

33,807. What is the amount of the tithe out of the 425*l.*?—I could not tell you from what I have here

Mr. *Grove*—continued.

33,808. Can you give us the acreage, Major Lister?—Well, I can only give it to you from memory; I believe it is about 360. Then the Hill Farm was 300*l.*, and is now 175*l.*, including tithe.

Sir *John Llewelyn.*

33,809. It is reduced from 300*l.* to 175*l.*?—Yes. I may say that the farm had something like 8,000*l.* spent on it in the last few years, or rather not in the last few years, but from 1847 to 1852 it had over 8,000*l.* spent on it, that in buildings principally. It is a model farm Then the Raglan Castle Farm was reduced from 530*l.* to 370*l.* including tithe. The Brook Farm, Raglan, that the last witness occupied, was reduced from 365*l.* to 325*l.*, including tithe.

Mr. *Richard Jones.*

33,810. Do you refer now to the farm of the last witness?—Yes.

33,811. It was reduced to 300*l.*?—These are the figures I took. Probably the other 25*l.* is tithe.

Mr. *Seebohm.*

33,812. Does the 365*l.* include the tithe also?—No; that was paid by the tenant on his own account.

33,813. Then we are not making a fair comparison, are we?—The original rent represents rent and the tithe extra.

Mr. *Richard Jones.*

33,814. Was that 365*l.*?—Yes, 365*l.*

Mr. *Seebohm.*

33,815. That is 325*l.* now?—Yes. Then the Bailey Pit, Monmouth, was reduced from 250*l.* to 165*l.*

33,816. About when were the reductions made?—I can hardly give you the date. They were made in different times.

33,817. Within the last 10 years or so?—Yes, perhaps in some cases a longer period of years than that. The Royal Oak and Land Farm was reduced from 75*l.* to 50*l.*

Sir *John Llewelyn.*

33,818. Are those instances of permanent reductions?—Yes.

33,819. What has been the custom in regard to abatement of rent, that is, not permanent but temporary?—It is not customary to give abatements in the form of a regular per-centage over the whole estate. Individual cases are considered whenever it is necessary, and allowances are made, but there is a preference for making this allowance in a form which will benefit the holding, namely for giving a man a certain amount of money's worth of manure.

33,820. With regard to those permanent reductions that you quoted just now, did the

Sir *John Llewelyn*—continued.

first column of figures that you named include the tithe?—It was original rent and tithe extra.

33,821. The original rent and the tithe was extra?—Yes.

33,822. Then they did not include the tithe?—No.

33,823. It was the net rent. The second rent included what?—The second rent included the tithe.

33,824. What are the dates of payment of rent?—They are due on the 2nd of February and the 2nd of August, and we take the February's rent in June, and the August's rent in November.

33,825. I left out one question that I ought to have put to you with regard to services; are there any services rendered for the farm in addition to the rent?—Nothing but hauling materials and walking a puppy, but that is only in a very few cases.

33,826. Have you ever heard that spoken of as a grievance?—Never, in fact they generally like to have them. We do not send them except where they like to have them.

33,827. What number of puppies, may I ask, do you send into Monmouthshire?—It varies so very much

33,828. Ten couples?—I do not suppose there are ten couples here now. Sometimes there are more, sometimes less.

33,829. Can you give the average size of the holdings?—I should put it at about 150, from 100 to 200 anyhow.

33,830. Have there been any instances of consolidation of farms?—No, I do not think that you would call them consolidations. Sometimes the tenants take a by-take with their farm.

33,831. Two farms?—Yes, or say not two farms, but they will take odd land that they can get near.

33,832. If they take two farms, would the buildings be kept up so that they might be separated again?—Yes, certainly they would; but as a rule we do not encourage them to take two farms; I mean, it is one of the rules of the estate to have the tenant as much as possible residing on his holding.

Mr. *Richard Jones.*

33,833. What becomes of the house of the by-take?—It does not follow that there need be a house on it. Sometimes if there is a house it is probably used for the labourers, or something of that kind.

Sir *John Llewelyn.*

33,834. I think the reason of Mr. Richard Jones' question was that the consolidation was in consequence of a disinclination to do repairs?—I can give you some items of repairs. I have got the average for the last 10 years.

33,835. May I put it in that way. I think you have already given me one answer, which was that in case of consolidation of two holdings the buildings upon the second holding would be kept up?—Yes.

Sir *John Llewelyn*—continued.

33,836. Then it would not be with the object of saving expense in the buildings?—No, certainly not. Would you allow me to give an average of what has been spent in repairs for the last 10 years.

33,837. Mr. Grove suggests that that would come in better at the end of your evidence?—If you please.

33,838. I will go on with the questions upon the syllabus; is there any sub-letting?—There is a great deal I fancy, but we do not encourage it in any way, and it is a difficult thing to find out, but I know of instances where it does take place.

33,839. May I go farther; you do not encourage it; do you discourage it?—Yes, certainly, when it can be found out.

33,840. Do you consider that the smaller or the larger farmers stand out better against the depressed times?—I think the smaller farmers are affected less by the bad times. They do work outside their holdings for hire.

33,841. They are able to earn money outside their holdings?—Yes.

33,842. Can you give instances of that. In what kind of way do you mean?—Well, there are very small farmers, possibly, that keep two or three cows, and that kind of thing. They probably go out as roadmen, or to assist as odd men on the neighbouring farms, and their wives look after their cows, and so on.

33,843. Are their children sometimes set up in business?—The children of the farmers, do you mean?

33,844. Yes?—Certainly: I know of many instances.

33,845. As farmers?—Yes, as farmers.

33,846. Then do the parents stock the farms for them?—I think that is usually the custom. They give them a certain amount of stock to start them.

33,847. Is labour satisfactory. Is there sufficient labour, or insufficient?—I should say it is difficult to get skilled labour. You can get labour of a sort, but that is rather scarce the last few years.

33,848. If the labour is scarce, has it any ill effect?—It has the effect of raising the price of men.

33,849. As to the fences and the ditches, are they neglected in consequence?—I think they are to a more or less extent.

33,850. What is the reason of the scarcity of labour?—I imagine it being so near the mining districts.

33,851. The younger men go off to the works?—Yes.

33,852. We have been also told in other parts of Wales that there is a great tendency to go into the towns, where there is greater society and more advantages in the way of evening recreation?—I should not think that in this district. Newport, probably, may attract a good many men; there are the docks, and various other means of employment there.

33,853. That would be the higher wages then?—Yes.

Sir *John Llewelyn*—continued.

33,854. The higher wages, then, in your opinion, are the principal cause of the depopulation?—Yes.

33,855. There is a depopulation in the country districts, the more strictly agricultural districts?—I should hardly think so.

33,856. Do you think that any labourers' cottages are falling into disrepair?—No, not as a rule. You do see them now and then, but we endeavour to keep them all repaired as much as possible.

33,857. When you say the labour is scarce, do you think it is more scarce than it used to be?—I should think it is harder to get a skilled workman, a man that can make a good hedge or thatch; or even a good ploughman is hard to get now.

33,858. Is the cultivation as good as you wish it to be?—I think there is room for improvements on some of the farms. Some of the farms are very well farmed, and as to others I cannot say they are.

33,859. You have already told us that of the 27,000 acres, 17,000 are agricultural and 10,000 woodland?—Yes.

33,860. Do you consider the woodland to be remunerative?—Not very, I think.

33,861. Do you think that much of that land which is now agricultural land might be more profitably employed for growing timber?—I think in some few instances it might, that is, very low-let land.

33,862. Now I go to the very important question of improvements upon farms and repairs?—Take it from the year 1884. Altogether the gross expenditure of repairs for the 10 years has been 37,647*l.* 16*s.* 8¼*d.*

33,863. Between how many years is that?—Ten years.

33,864. Who pays for them?—The landlord.

33,865. Entirely?—Entirely, all except the hauling. The average for those years would be 3,764*l.* a year.

33,866. Are you prepared to say what the rental is?—I am not prepared on my own account. If the duke will authorise me to do so I shall be perfectly willing, but I do not feel justified in giving it to you at the moment.

33,867. Some of the Commissioners think it is not of much value having the amount paid for improvements unless we know what relation that bears to the income?—I might point out that if you take off the 10,000 acres of wood it leaves this amount practically being spent upon 17,000 acres.

33,868. But that does not tell us what the rental is?—Oh, no.

33,869. Of course, I do not press you for an answer to the question.

Mr. *Grove.*

33,870. May we put it in this way: If the duke has no objection, could you send us a memorandum to the Secretary in London, so that we might refer and compare notes?—Certainly, if the duke has no objection.

Sir *John Llewelyn.*

33,871. Then, the landlord doing all the material repairs with the exception of the hauling, would you tell us what, in your opinion, is the per-centage of that hauling upon the total expenditure on repairs?—I do not see how you can possibly say, because circumstances are so different. One man might have fetched things some miles further than another.

33,872. The same thing applies to rent and everything else?—Yes.

33,873. You do not feel prepared to give any average?—No, I do not think I could do that. We never bother to do it at any particular time, and they have their horses there whether they are working upon that particular haulage or not.

33,874. Is it a consequence of that that no applications are made for any consent under the Agricultural Holdings Act of 1883?—Possibly, but it does not affect us much. I have never heard of any cases much in this neighbourhood. Of course, there are a few cases.

33,875. What is your opinion of the Act?—I think it rather involved.

33,876. Is it any use here in Monmouthshire? I do not think it is taken advantage of much.

33,877. What is the custom of the country?—There are various customs in the different districts. I believe the old custom was, on a clover lay, the incoming tenant took a third and the outgoing tenant took two-thirds; and on a fallow, one-fifth and four-fifths respectively. That was the old custom.

33,878. Clover seed?—Clover seed is paid for.

33,879. By the incoming tenant?—Yes, I think the custom that obtains as much as any lately is for the incoming tenant simply to pay for seeds and labour and take it as it is on the spot; at least, that is done as often in my part where I live in that district as the other way.

33,880. But there have not been many changes of tenancy?—No, not many.

33,881. Is there any tenant-right, any right to dispose of the tenant's interest?—No

33,882. Is it occasionally attempted?—I have had one case only recently under my knowledge of that sort.

33,883. Have you discouraged that?—Yes, certainly.

33,884. Is there any ground game grievance?—No, I do not think so.

33,885. Is the Ground Game Act in operation?—Yes.

33,886. Have you anything to say about shooting tenants?—There are very few of them. There are not more than two or three that I know of.

33,887. Do you consider that they are not popular?—I do not think that the farmers like it very much.

33,888. Is the law of trespass adequate?—No. I do not think it is.

33,889. In what respect?—Well, in the mushroom time it is a great nuisance to farmers; they cannot keep people off their land.

Sir *John Llewelyn*—continued.

33,890. What is the county council doing about agricultural education?—It has been holding schools in the different districts—butter schools and so on.

33,891. Are they appreciated?—In some districts they are, and in others I believe there is the difficulty, as Mr. Jeffreys said, of getting people to attend, but in other districts, I believe, they have been popular and done a great deal of good.

33,892. Are there any small freeholds in this district?—Yes, there are a few.

33,893. In the neighbourhood of the property you represent?—Yes, I think so.

33,894. Are they increasing or decreasing?—I could not say whether they are increasing or decreasing really; there are many about the place, but I should say they are rather decreasing of the two.

33,895. When they are sold and no longer freeholds what is the reason of that?—Well, very often I have found, at least I have known one or two instances, where a small farmer has bought a little freehold (that is years ago) and has probably raised money to buy it to a half or two-thirds, and by the time he has been there 10 or 12 years he is paying more in interest than he would have been paying if he had rented the farm, considerably more. I have known of that to my own knowledge.

33,896. Where money has been borrowed can you give us any idea as to the per-centage that is usually paid for it?—No, I cannot.

33,897. It varies in different places, of course?—Yes, I could not give you any figure.

33,898. Can you give an instance, without mentioning names of mortgages causing the land to be actually dearer?—Yes; that instance I mentioned just now in the parish of Llanbaddoc. The man is dead now, but years before he died he was paying a good deal more than he would have done if the place had not been his own property.

33,899. What was the size of his holding?—It was a small holding, about 25 acres, or something of that sort.

33,900. He was a small freeholder and he bought his land with borrowed money?—Practically; about two-thirds of it was borrowed money.

33,901. Eventually he found he was paying more under that system than he would have done as a tenant farmer?—Yes, and had to do his own repairs.

33,902. Do you know in that specific instance how much he was paying, what rate of interest he was paying?—I believe he told me, but I could not tax my memory with it quite.

33,903. It could not be much under 4 per cent.?—I should not think it was anything under 4 per cent. I think probably more.

Mr. *Grove.*

33,904. I take it from your average of acreage of farms that you would have something like 150 farms in all, something of that sort, I suppose?—Oh, there are more farms than that a good deal.

33,905. You have given us a table showing reductions in rent in certain parts. Are there any cases of advances in rent during the last 10 years?—I should say not, but I cannot answer that of my own knowledge. I should think it is highly improbable.

33,906. Those reductions you have given us are fairly typical, I suppose, of the general average of the rents?—Yes; there are about half a dozen or eight farms which I took as being some of the big ones; it has been nearly always on the big farms that the reductions have been.

33,907. You stated, I think, that parents were able to set up their sons in other farms?—Yes, very often they do.

33,908. That is years ago when things were fairly prosperous; I suppose it is not so much done in the present day?—Even now it is done. There is a man applying to me for a farm now to put two of his sons in.

33,909. Then when you make the abatement in rents do you give any previous notice to the tenant farmers?—No, as a rule if he has had an abatement one year, unless there is some very good reason to the contrary, he has it the next year.

33,910. Do you give copies of the agreements to each tenant farmer?—Yes, they have copies, or the generality of them have. They can all have a copy if they want it. We keep two.

33,911. And without any cost, I suppose, to them—free of cost?—Oh, yes.

33,912. In some cases they have parchments given to them, which would be very costly. This is the regular printed form, I suppose?—Yes, the printed form.

33,913. Do you put in one of the forms for us to see?—Yes, there are two kinds; we have one for large farms and the other for small holdings and houses.

33,914. Are these the agreements in use at the present time?—Yes.

33,915. Would you kindly explain the difference between the two. Is one for a short and the other for a longer term?—No, they are the same, I think, practically.

33,916. The one has more clauses than the other?—The one is simpler than the other, but I may say as to all those clauses in the form of agreements, they are simply protective; they are never enforced by any chance so long as the tenant goes on farming well—goes on properly.

33,917. You do not know how long ago it is since this agreement was drafted and put into use?—No, I cannot tell you.

33,918. Was it before the Agricultural Holdings Act?—Oh, yes, before that.

33,919. And before the Ground Game Act?—I should say it was much longer ago than that, but I do not know the date.

33,920. You were kind enough to say that you would give us some details of the expenditure. Could you give us that now?—That is

Mr. *Grove*—continued.

what I gave you. The total expenditure in the last 10 years has been considerably over 37,000*l.* The average yearly expenditure has been 3,764*l.*

33,921. I suppose you confirm what Mr. Jeffreys said, that the question of game causes no unpleasantness between landlord and tenant?—Not the slightest.

33,922. Do you ever get requests for compensation for damage by game?—It has never come under my experience, but there is so very little game in the county.

33,923. Then as to labour, do you think there is sufficient labour on the land?—I think the tendency is to employ as little as they possibly can.

33,924. Would it arise in any degree from the want of cottage accommodation, do you think?—I do not think so. I think there seems generally to be sufficient cottages. In some instances it might be advantageous to have another one or so on a farm.

33,925. Have you many cases where the families have lived for almost generations in the same farm?—Oh, yes, a number of them.

33,926. Without being disturbed at all?—Yes.

33,927. And have you any management of commons belonging to the duke?—There are some commons where the duke is Lord of the Manor.

33,928. For instance, Trellech Common?—There has been a sale of part of the land about Trellech, I am not clear at the present moment whether that part went with what was sold or not.

35,515. 33,929. Could some evidence of that sort be brought before the Commission at Monmouth—would that be convenient?—Certainly, any information I can give you.

33,930. Then as to the cottars' rights; do you know anything about those—as to the terms upon which the cottars hold those small takings?—They are practically what Mr. Jeffreys told you. There are many of them—a great number of them—and they pay 1*s.* or 5*s.* a year as the case may be.

33,931. In the event of the death of the holder what is your usual custom?—The son or one of the family goes on in the same sort of way.

33,932. Is there any fine inflicted at that time?—No, not that I am aware of.

33,933. It is carried on in the same terms, then?—Yes.

33,934. Do you grant leases or is it yearly takings in most cases?—The farm takings are all yearly takings. We sometimes in small instances grant leases for lives, but those are principally small houses and places like that.

Mr. *Seebohm.*

33,935. Is the largest proportion of the land in this neighbourhood included in the large estates?—Well, the Duke of Beaufort is much the largest I should imagine. There are a great many small estates as well. I mean estates of 200 or 300 or 500 or 600 acres and up to 2,000 or 3,000.

Mr. *Seebohm*—continued.

33,936. When a sale takes place it is generally, I suppose, on the small estates?—Yes.

33,937. And those are the cases in which the hardship arises, probably, if there are any changes of tenancy?—Well, it would be, I should think, more likely in a very small estate, possibly where the new purchaser might want to take the land into his own possession, and in circumstances like that.

33,938. With the competition for land so great, is the tendency upon the large estates to increase if purchases are going on. As a rule, when there is a sale, do the large estates buy it, or is the land sold separately?—I should say it is more likely to be sold to an independent man—somebody who is not already an owner of an estate.

33,939. Do the prices for land go very high?—Really that is a difficult question to answer; of course in some particular instances where it is situated in a valuable place for residential properties and that kind of thing, it would be higher than an ordinary farm.

33,940. Then the competition would rather be by persons wanting land for residential purposes than by the tenants themselves buying?—I should say so; yes.

33,941. Are there many cases of tenants themselves buying?—Very few, I should think; but there is great competition for farms.

33,942. In the mountainous districts more than in the arable districts?—Personally I have nothing to do with the mountainous districts.

33,943. But is there great competition in the arable districts?—Oh, yes, in the grazing districts. In fact I could let any farm I have to let half a dozen times over easily.

33,944. And probably at a higher rent than you get?—Well, I do not know about a higher rent. They are generally willing to pay the original rent.

Mr. *Richard Jones.*

33,945. Do you make any change in the rent of the farms on the duke's estate when there is change in the tenancy?—It depends. We never alter the rent to an old tenant; if he had been renting under the duke for a long time at a very low rent, at what we consider too low a rent, he would continue so; but if he died or gave up the farm, it is possible that we might put up the land to what we consider its value to a new tenant.

33,946. Even if it is the son of the old tenant?—No; I think probably not if he is the son of the old tenant, but I cannot answer you that with certainty from my own knowledge.

33,947. You have not been there long enough?—I have not been long enough on the estate.

33,948. Do you know whether any distraints have taken place on the duke's estate?—Very rarely, I may say. It is quite an exception.

Mr. *Richard Jones*—continued.

33,949. Has such a thing occurred within your knowledge?—Not within my personal knowledge.

33,950. Are there any farms vacant?—No, not one.

33,951. Do you ever find it necessary to advertise a farm in the newspapers?—No.

33,952. You say you do not make a general abatement, but only in individual cases. Do you get a good many applications for abatements?—Not a great many.

33,953. You obtain applications chiefly from the largest tenants?—Perhaps so; from the larger tenants I should say probably.

33,954. I gather from what you say about making permanent reductions on the larger farms that you get more applications for them?—Yes; we find the larger farms harder to let than the smaller farms.

33,955. I suppose because of the want of capital?—Yes, the want of capital.

33,956. Do you find the farmers on the duke's estate farm in such a manner as to make the best of their farms?—Well, it is such a large area; there are some excellent farmers on the estate, and there are some equally bad.

33,957. Would you regard the small farmers as the best farmers, or the large tenants?—I think I can only give the same answer; they vary; I do not think you can go further than that; there are some very good big ones, and very bad ones, and the same with the smaller ones.

Mr. *Griffiths.*

33,958. I think you said just now that the small farmers stand out best against the depression?—Yes, I think they do.

33,959. For the reason that they earn money elsewhere?—Yes.

33,960. Is that the only reason, do you think?—Well, for one reason, they are most independent of outgoings; they can do more of the work themselves.

33,961. That is the very thing I wanted to get at. They do not pay any money out in wages?—No.

33,962. They do all themselves?—Yes.

33,963. How do you explain that some of the land would be more profitably employed for growing timber. I did not quite understand the way you put that just now?—I meant that there are a few places that are very lowly rented, and that, practically, would pay better to plant in lots.

33,964. Is it hilly ground?—Hilly ground.

33,965. Would not the rates be lower. We have heard of some farmers that wanted to have their land all rated at the same rate. The rates would suffer if you did that, would they not?—I was not proposing that they should retain this land that I am speaking of, but that we should take it off them.

33,966. Take it off them to plant?—Yes.

Mr. *Griffiths*—continued.

33,967. But still it would be a loss to the parish; the rates on that little land would not amount to what they did formerly?—No.

Mr. *Seebohm.*

33,968. With regard to this planting, may I ask whether, if you planted land, you would expect to get a fair rate of interest, not only for the expense of planting, but also for the rent of the land?—I believe the woods pay very little indeed, but they come in (for instance, in that case of larch and so on) for estate purposes, and save buying. There is very little profit arising out of the timber that is sold.

33,969. Will you expect to get something like a good per-centage on the value of the land as rent?—That is a question I really could not give you an answer to.

Mr. *Griffiths.*

33,970. Is there any damage done by timber cutting and carting over the farms?—It is generally compensated for whenever there is any real damage.

33,971. Is it compensated for by the landlord or by the person who buys the timber?—As a rule, the landlord.

Mr. *Griffiths.*

That is by far the best way.

Mr. *Brynmor Jones.*

33,972. Is the Duke of Beaufort's Monmouthshire estate a compact estate, or is it scattered about?—It runs over a large area. There is a little land round here; it runs from there all round Raglan and Monmouth, and then down to Chepstow, and then down below Newport, between Newport and Chepstow; in fact, it is all round the county.

33,973. But there is some in this parish, you say, or in the neighbourhood of Abergavenny?—I believe there is some little in the neighbourhood of Abergavenny, but very little.

33,974. Have you been agent long?—Since last autumn.

33,975. Have there been any changes of tenancy or evictions or voluntary retirements on the part of the tenants, since you became agent?—I have let about four or five farms since I have been agent; they were principally either farms in hand, or vacant by death, or causes of that kind.

33,976. Have you let the farms at an increased or a decreased rent?—None of them at an increase; some of them I have let at a decreased rent, and some at the same rent.

33,977. Then your knowledge hardly extends to any of the estate transactions beyond last year, I suppose?—You mean on this particular estate?

33,978. Yes, this particular estate?—Only from what I know of my general knowledge from living on it all my life, more or less.

33,979. You have been acquainted with this part of the country before?—Yes.

Mr. *Brynmor Jones*—continued.

33,980. Do you know of a case—I will put it as a case that happens to come under my notice—which occurred not very long ago: "Some years ago where a tenant held "some 60 acres, half of which was brake "land, at a rent of 34*l.*, the tenant cleared and "drained the land himself, afterwards he applied "for a reduction of rent, which was refused." The tenant then appears to have gone. "The "next tenant had the land for 24*l.*" (that is 10*l.* less) "and at that price he did so poorly with it "that he told me he wished he had never seen "it"?—I do not know of that particular case existing.

33,981. I find that on the authority of one of the persons with whom the correspondent of the "Western Mail" has communicated. You do not remember any case?—I do not remember any case of that kind.

33,982. You see the point. This man appears to have improved; he asks for a reduction; that is refused, and it is given to the next tenant. Has any such case come under your notice on the estate?—No, certainly it has not.

33,983. Do you think that the present rents are fair rents?—Yes, I think they are.

33,984. Do you think that farmers can farm at a profit at the present rents?—I think they make a living out of it. They can make a living out of it.

33,985. That is not an answer to the question which I was putting. Do you think farmers can farm at a profit?—Well, if they did not farm at a profit they would not live, would they?

33,986. That, again, is not an answer to the question?—I do not understand.

33,987. It is perfectly simple. You say the rents are perfectly fair. Then I ask you a question, on the basis of Mr. Jeffrey's evidence if you like; Mr. Jeffreys told us that at the present time he is sacrificing all interest on capital, and that if he had not private means he would have to give up his farm. Now, I put it to you, do you think at the present time that the tenant farmers on this estate can farm so as to secure, first of all, a fair profit upon such capital as they put into it, and fair wages or return for their superintendence?—I think you can hardly take a single year like this, you ought to take an average of years.

33,988. Very well, we will deal with this last year first?—This year, I fancy, has been about the worst time that farmers have known for some time.

33,989. With regard to the last year, do you hink that tenant farmers have been able to arm at a profit?—Possibly not this one year—hey may not have made a profit beyond being able to pay their rents and get a living out of the land.

33,990. Then, seeing, therefore, that tenants cannot farm for profit, how do you justify the statement that the rent is fair?—Because on an average of years I think they can.

33,991. Quite so. When did the bad times begin; at what point would you put the extreme fall in prices which has produced the present state of things?—From when, do you mean?

33,992. Yes?—Well, I suppose the wheat has probably been gradually going down for the last 10 or 15 years.

33,993. When was the fall in the price of stock?—Stock has been worse this year or the last two years than it has been before, so far as my knowledge goes. In the country this year hay has been making a very good price.

33,994. Are you prepared to say from your knowledge of the locality that rents have been abated temporarily or reduced permanently in anything like the proportion of the fall in the price of wheat and of stock?—Yes, I think they have been.

33,995. What has been the per-centage of abatement on the Duke of Beaufort's estate?—I cannot give you the per-centage because it varies in different instances.

33,996. Then the whole matter is arbitrary in this sense, that each farm is treated separately?—Yes.

33,997. Do you not think it would be very much better that, both in regard to abatements and reductions, the matter should be treated as one of general policy, that is to say, as one having regard to fall in price of stock and farm produce?—I do not think so.

33,998. Does it not strike you that you bring an element of, I will not say favouritism, but an element of caprice into the matter when you only make abatements in reference to each particular farm?—Well, naturally you would be more inclined to help a man that you saw was doing his best, and working hard, than you would be to help a tenant that you saw was not doing much; it is in that way.

33,999. That is an element in the fairness of rent is it?—That is my opinion.

34,000. As I understand it, you think that rents ought to be fair as between landlord and tenant?—Yes.

34,001. What do you mean by that?—I think that tenants with ordinary industry ought to have their farms at a rent that they can pay for them and live.

34,002. Who is the best judge of whether that condition is attained in regard to rent, the landlord, who is personally interested, or some third party who is not pecuniarily interested?—I should say the fact of so many applications being made for every farm that is to let proves it.

34,003. But then in talking of a fair rent you have given up the competition rent?—I am not talking of competition. We do not attempt to let farms by tender, or anything of that kind; but I am saying for every farm there is to let, you have from half a dozen to 20 applicants for it.

34,004. Quite so, but then on the definition of a fair rent as given by you the question of the number of applicants has nothing to do with the matter?—It shows they consider it is a fair rent, or else they would not apply for the farm.

Mr. *Brynmor Jones*—continued.

34,005. It is not a question what they consider, but of what you consider. You have given your definition; I do not know whether your definition is a sound one or not; I do not pretend to offer any judgment upon it, but what you said in substance was that a fair rent as between landlord and tenant is a rent fixed at such an amount as would enable the landlord to live reasonably upon the farm, and carry on his business?—I did not say any such thing. I did not allude to the landlord. I said the tenant.

34,006. I beg you pardon, the tenant. Then my question to you was this: if that is a fair rent how is it to be ascertained, and I put it to you, do you not think it would be better ascertained by some third party who was not pecuniarily interested than by a landlord who was pecuniarily interested?—I have always found by experience that a landlord and tenant can settle their arrangements together much better than by having in a third party.

34,007. What experience have you had from which you have found it better not to have a third party to settle fair rents?—I have never found it necessary to have a third party to settle the rent.

34,008. Quite so; then you have not had any experience of the two systems?—I have found this system could not work better than it has done.

34,009. I do not know; Mr. Jeffreys is one of your tenants, and he said if he had not private means he would give up the farm. Is that working well?—I think he alluded to this particular year; I do not think he alluded to an average of years.

34,010. He had been there 11 years. Tell me this, do you think, then, that things are going to improve?—In farming?

34,011. Because Mr. Jeffreys told us that he thought there were certain remedies necessary before things could improve. Do you think, things remaining as they are, that there is going to be a rise in prices?—Really that is a question I do not think you can possibly ask me to answer.

34,012. What are the causes of depression?—Foreign competition, a great deal.

34,013. Is foreign competition going to increase or decrease, do you think? Please, Major Lister, do not think I am putting these questions with any other object than to elicit from you your true views?—I cannot see what my opinion on the subject has to do with it. It is only an opinion. I can give you the facts which come within my knowledge.

34,014. I should have thought the agent of the Duke of Beaufort was as good a man to give an opinion upon it as a tenant farmer, for the matter of that. I do not know who else to ask?—You ask me, do I think so and so. It is only a matter of supposition.

34,015. I do not know that. It is a judgment upon the facts before you; I do not think it is a matter of supposition. It is a supposition in the sense that you cannot speak with the same absolute certainty that you can apply to a mathematical proposition; that I agree. Do you

Mr. *Brynmor Jones*—continued.

know Mr. Parry—you see that this matter I am touching upon is by no means new—do you know Mr. Parry of the Monmouthshire Chamber of Agriculture?—Mr. Thomas Parry?

34,016. Yes?—Yes.

34,017. Do you know that he has contended before now that the Chamber of Agriculture should act as a Board of Arbitration in all disputes between landlords and tenants?—I did not know that he had proposed that, or that that proposition was made.

34,018. What can you advance against it? Why should there not be a Board of Arbitration?—Because I think that both from the tenants' side and the landlords' they can settle and agree about things without bringing in a board.

34,019. You can agree. But the landlord's position is more favourable than the tenant farmer's, is it not, because he can send the tenant farmer away. and the tenant farmer cannot send his landlord away?—I cannot help that.

34,020. No, but you have said the rent ought to be fair. If you had said this, a landlord is entitled to get what rent he can as long as the people apply for the farm, he need not do anything at all in regard to the tenants, and he might send them away as he liked, I could understand your position, but once you say a rent ought to be fair as between landlord and tenant?—I think it ought. It is no good to the landlord to charge a higher rent than a man can pay, nor is it any good to the tenant to have to pay.

34,021. Very well. We do not seem to get any more forward in that line of suggestion Would you like to add anything, Major Lister, on the line I have been suggesting, instead of answering my questions. If my questions to you suggest anything to you in your experience we should be very glad to hear you. We have had all sorts of views put before us on both sides?—I do not think I can suggest anything, except what I have tried to say to you just now.

34,022. Take the suggestion of a Land Court for instance. Mr. Parry suggests the Monmouthshire Chamber of Agriculture. We have had suggestions that a Land Court, or if not a a Land Court with a full legal apparatus, at any rate that Government arbitrators should be available to settle disputes between landlords and tenants; what do you say about that?—My opinion is that a Land Court would be absolutely the worst thing that could happen to the tenants.

34,023. How could it make the position of the tenants worse?—Because I think it would make the landlords treat the matter in a different way. They would refer everything to the Land Court, and they would say "There you have "your hard and fast rule; act by it." Now the tenants and the landlords work on different lines altogether.

34,024. You mean that the tenants and landowners are partners now virtually, or in substance?—Yes, virtually.

34,025. Do you find the tenants speak quite freely to you about their grievances?—I have always found so.

Mr. *Brynmor Jones*—continued.

34,026. Now take the question of improvements. We have it that on this estate the improvements are done of course by the landlord as far as the materials and the actual work are concerned (I am now talking of the building improvements), and the tenant does the haulage?—Yes.

34,027. Can you tell me what Mr. Jeffreys very candidly said he could not, viz., what proportion the expense of haulage bears to the total expense of improvements of that kind?—I do not think I could possibly. It would be a very difficult matter to say, because some of the hauling would be much harder than others, longer distances than others; but, as I said just now, we never press the tenants in any way to haul at a certain time of the year. It is only, very likely, when their horses are doing nothing, so that it does not practically amount to much, if anything, out of their pockets beyond wear and tear.

34,028. But they pay railway fare, do they not, on the timber for instance; the railway rate on the timber is paid by them?—Oh, no, certainly not.

34,029. That would not be the case?—No.

34,030. Then do you mean to say that you would allow that in the accounts against yourself?—We supply it from our own yards, or buy it, and they fetch it from the railway station.

34,031. They only fetch it from the railway station?—Yes.

34,032. I suggested to Mr. Jeffreys, taking it from one of these articles to which I have referred, that in some cases the haulage has come to 40 per cent.?—I should think it is very improbable that it could possibly come to as much.

34,033. Do you think it would come to as much as 20 per cent.?—I should doubt it very much.

Sir *John Llewelyn.*

34,034. Of course it varies enormously, according to the distance of the place from which you are hauling the materials?—Yes. We have something like three or four timber yards in different parts of the county, and we get the tenant to fetch it from the nearest yard.

34,035. I ventured to suggest to the other Commissioners that between 10 and 15 per cent. would be about the figure which would meet it; it varies?—Yes; I should think it would be nearer 10 than 15.

Mr. *Brynmor Jones.*

34,036. With regard to draining, do you think that drainage operations on a considerable scale would tend to improve matters in this county, on the duke's estate, for instance?—In some instances it might; in others I do not think it would be worth doing hardly.

34,037. Not worth doing?—No.

34,038. Do you notice whether there are more Welsh farmers lately in the part of the county east of the Usk?—There is not a great extra number particularly on the duke's estate, but I think more have come in on other estates rather in the last few years.

34,039. We have found in the western counties that there are some farmers who seem to be willing to come into other counties and move away from their homes, and reference has been made to that having been done. But generally we find a very great disinclination on the part of the Welsh farmers to move away from their own district?—Yes.

34,040. As I understand, you do find that some Welsh farmers have come into your district?—Yes.

34,041. Are there any commons, in the strict sense of the term, on this estate?—There are some commons, I believe, that the duke is lord of the manor of.

34,042. In which parishes are those?—The Chairman asked me a question about that just now, and I said I would furnish the information next time. I cannot give it to you from any details I have with me.

34,043. Have you noticed whether there are any Inclosure Acts, any Acts inclosing common land within the area of this estate?—I have not noticed it.

34,044. Would you kindly look up that information?—Yes.

34,045. I am personally very anxious to get a skilled opinion in regard to the Agricultural Holdings Act. Are you in a position to give us any suggestions for its amendment?—No, I have not gone into the Act sufficiently to be able to know that.

Mr. *Griffiths.*

34,046. What abatements do you consider for the present year would be sufficient for a tenant to have in order to get a living, and to have the same interest as the landlord for his capital?—I think you cannot put a general rule, because there is every description of farms on this estate, and every description of land almost.

34,047. But I mean the average of the whole estate?—I do not think I can go into that.

Sir *John Llewelyn.*

34,048. The following are Mr. Vincent's questions, "If the name of the tenant whose "case was referred to in the 'Western Mail' "were given to you could you look up the "matter in the books?"—Yes, certainly.

34,049. "Since the depression began, have "there not been fluctuations in the price of "stock?"—When do you mean by the depression, how many years back?

34,050. These are not my questions, and I cannot say; it is "since the depression began?"—Cattle have been down certainly, but I should think they very likely would be up again this spring. They are sure to be.

34,051. "Have there been fluctuations?"—Yes.

34,052. "With regard to what Mr. Brynmor "Jones said about abatements, is it not the fact

Sir *John Llewelyn*—continued.

" that, since the circumstances of each case vary, " a general per-centage of abatement may be an " error?"—I think so, yes.

34,053. " Will you hand to the Commissioners " the tables showing the permanent reduc- " tions?"—Yes.

34,054. " The expenditure on improvements?" —There is the expenditure on improvements and repairs, the annual per-centages of abatements, and the rents received.

34,055. You will hand that to the Commissioners?—Yes.

[*The witness handed in the documents.*]

34,056. " Following that up, would you advise " expenditure on this scale if any scheme for " the compulsory fixing the rents were estab- " lished"?—No.

Mr. *Grove.*

34,057. But suppose that the landlord and tenant had the opportunity of conferring together, and agreeing before they went to a court to fix a judicial rent, would not that remove your objection?—I think we do very well as we are.

Mr. *Brynmor Jones.*

34,058. May I ask who the "we" is?—I allude to the landlords and tenants.

Mr. *Richard Jones.*

34,059. Has the Duke of Beaufort a model farm?—He has a farm that is called a model farm. There are model farm buildings built on it at a considerable expense.

34,060. Is the expense included in the general expenses that you have supplied?—No, what was laid out on this particular model farm—there has been nothing done on it since 1852, I mean with regard to the heavy expenses—the 8,000*l.* odd I alluded to, is not included in that average of expense in any way. That is only for the last 10 years.

34,061. Are any of the expenses of the farm included in the 37,000*l.* that you give in your statement as the expenditure for the last 10 years?—Nothing, unless there may have been put on a few tiles, or something like that, as they have been blown off, no structural alterations.

Mr. *Seebohm.*

34,062. May I ask one question further; in answer to Mr. Brynmor Jones you stated, I think, that you thought the number of applications you had for farms showed that on the average they were not paying a higher rent than allowed a fair profit?—I think it shows that.

34,063. Is there not a little ambiguity in the use of the word "profit." If you had two men, one of whom lived very economically, and another whose standard of living was greater, the first might have made what would nominally be called a profit on his farm, and the other not?—Yes, quite so.

34,064. So that when you speak of the profit made on a farm you are not speaking of exactly the same thing as profit made in business. If a man made 500*l.* a year by his business, and he spent 600*l.* a year, you would not say he had made no profit by his business?—That is not the fault of the farm if a man spends more, is it?

34,065. No, I am trying to come to this. I thought we did not understand exactly what you meant by making a profit on the farm. If a man makes a living on his farm and interest on his capital, and yet adds nothing to his capital, still he may be making a profit?—Yes.

Mr. *Seebohm.*

Because it may be his standard of living is too high, which prevents his putting by money.

Mr. *Brynmor Jones.*

But is that so? Supposing a man is devoting his whole labour to a farm for a whole year, and supposing that the fair price in the market for his holding would be 150*l.* a year, if he lives at 150*l.*, and he is able to do that, there is no margin for the capital. I divide it as a business into two parts, interest on capital which he puts in, and the wages which he gets for his superintending or his actual work.

Mr. *Seebohm.*

Quite so. But then I understood the answer to be that the number of applications for a farm was a rough and ready way of showing by the law of supply and demand that the common estimate is that a man can get interest upon his capital, and a fair amount to live upon besides. Is not that the fair way of putting it?

Mr. *Brynmor Jones.*

34,066. I do not know. I do not think we should pursue the argument, as we only want to get the information from Major Lister. I should like to know what his view is. What is your view on what Mr. Seebohm puts to you?—I think he would take an ordinary living that satisfies a man, and if he can do that, and pay his rent, and not decrease his capital, that is as much as he can expect.

34,067. Yes, but then let me put to you, if you say "not decrease his capital," a man sinks his capital in the farm, and the only part of his capital that he gets back is just what the existing stock he has got sells for, and the existing farm utensils, and so forth; and the remainder of his capital has been sunk, and he can only trust to what compensation he can get for the unexhausted improvements. There is a certain waste of capital going on from year to year in the farm which is not accounted for?—By the Agricultural Holdings Act he can always get back his proportion of unexhausted improvements.

34,068. Quite so. We were not on what he could get, but we were trying to analyse what you

Mr. *Brynmor Jones*—continued.

meant by the use of the term "making a fair "living and making a fair profit"?—Yes.

Sir *John Llewelyn.*

34,069. You base all you have said upon your opinion which you have mentioned just now that the rent was based on the average of years, not on one very bad year that we have gone through, but on the average of years?—Yes, I think farming is a business in which you must take an average of years to be able to say whether a man is making it pay or not.

Mr. *Richard Jones.*

34,070. Is it strong evidence or decisive evidence that there is a margin for profit on a farm if you find that competition is keen for it?—If a lot of people want it, it rather looks as if it were thought it was worth having.

Mr. *Richard Jones*—continued.

34,071. But may not this view be taken of it, that many farmers, finding they do not do well in farms at present say to themselves: "Well, I "am not doing well on this farm, I may as well "try another, I cannot be worse off;" may not that occur?—I could not give you the reason exactly in the individual case why they come and apply for land.

34,072. Of course such a thing could occur?—It might occur, certainly.

Sir *John Llewelyn.*

34,073. There was one point that rather incidentally dropped from you just now. Did the tenants on the Duke of Beaufort's estate generally get a good hay crop?—No, a very short hay crop, but a very good price.

34,074. Short in quantity, but a good price for it?—Yes.

The witness withdrew.

Re-examined 35,451.

Mr. John Watkins called and examined.

Sir *John Llewelyn.*

34,075. You are Mr. John Watkins, of Great House Farm, Llandilo Pertholey, near Abergavenny; is that so?—Yes.

34,076. You wish to give evidence as to the glutting of the English market with foreign produce, is that it?—Yes, that is the reason, and the prime reason, and no doubt the cause of the depression; that is the great amount of foreign produce that is sold in our markets, bringing down the price of our English produce to a point below what allows us to make any profit out of it.

34,077. Are you able to give us any information as to what that foreign produce is?—The wheat, of course, in the first place. Almost the bulk of the wheat that is used now in this neighbourhood is foreign wheat; it is found to produce stronger flour, I suppose, and it has caused the demand for English wheat to be very slack, and brought it to a very low price. I believe the average is not very much over 25*s.* per quarter now. Then the meat, again, is sold at such a low price here that it brings our own produce down below 6*d.* per lb., the primest.

34,078. Are you speaking of mutton or beef?—The beef especially.

34,079. Is any foreign produce sold as if it was English?—I cannot say exactly in this neighbourhood. I know of a case, but it is not in this neighbourhood, where it was sold as English produce; I have hardly a doubt, but what it is so.

34,080. Can you speak at all as to the quantity of foreign beef that is sold in this country?—No, I have had the figures given, but I have forgotten them.

34,081. The agricultural returns show that?—Yes. Mr. Duckham, the late M.P. for Hereford, recently gave the quantities in the "Hereford Times," but I have forgotten the figures.

Sir *John Llewelyn*—continued.

34,082. Very well, you do not know of your own knowledge?—No.

34,083. Other people will give us that, indeed we have had some evidence of that before us elsewhere. Have you anything to say to us with reference to the transference of the malt tax?—It has most unexpectedly added this difficulty, that other products are used in the brewing of beer, and of course lessened the demand for barley.

34,084. You consider that the transference of the malt tax has had an injurious effect?—Yes, I think so.

34,085. How?—By using maize, for instance, and sugar instead of malt made from English barley. Recently, only in the last few weeks, I had a report read to me that foreign barley is coming now into competition with us. Up till recently we have held the field with the English barley, as far as barley was used, but now the foreign barley is becoming an important item.

34,086. What effect has that got upon the demand for British barley?—Oh, it will lessen the demand and bring down the price.

34,087. Can you say how much?—The top price I have known barley to be is 50*s.* a quarter, and now it is about 27*s.* to 30*s.*; 27*s.* is about the average, I think.

34,088. That is not far off one-half?—Not far off one-half.

34,089. Has there been any fall in the price of wool?—Yes, from 2*s.* in the pound. Wool sold at 1*s.* 11*d.* in 1871 and I sold under 9*d.* this year.

34,090. You consider that that has been disastrous for mountain sheep farmers especially?—Yes, I think it is fearful.

34,091. Can you suggest any remedy?—No, I cannot suggest remedies as far as the wool is concerned, nor as to corn either. The name of protection is such a scare that it would be almost impracticable, I suppose, to put a duty

Sir *John Llewelyn*—continued.

upon it, or else that would seem the simplest and easiest way.

34,092. Can you suggest any remedy with regard to foreign meat?—I think it all should be marked, if there is a possibility of doing it, so that people should know what they are buying.

34,093. Can you give any suggestion in respect to barley, or the beer that is brewed for barley?—I think it would be well that a guarantee should be given that the beer sold was brewed from malt and hops.

34,094. And not from maize?—Instead of from maize and sugar, give a good article a fair chance.

34,095. Have you any recommendation to make as to rent of land?—I am not very sanguine as to Land Courts. If there was a possibility it would be well, perhaps, for tenant and landlord to arrange between themselves, but there are some cases where the landlord is rather hard, I suppose, and perhaps it would be good in some cases that there should be a third party to come in between them.

34,096. Are there many leases in this neighbourhood?—Not very many, mostly yearly holdings.

34,097. Not many leases?—Not many leases, one here and there, but not very many.

34,098. Do you consider that it is desirable that there should be greater security of tenure of land than there now is?—I think it would give farmers more confidence to lay out capital if they were possessed of it, and they would feel more secure.

34,099. Do you know the Agricultural Holdings Act?—Yes. I have a slight acquaintance with it. I have had some small transactions with it. I held a tract of land that adjoins my home for many years; I and my father before me had held it about 58 years. It was originally a very rough lot of brake and wood, and peat, and we cleared it and improved it very much. It happened that the owner bought an adjoining estate, so I had to give it up for it to be put to another farm. I had sowed 2 tons of bone manure not more than six weeks before I had to give it up. I was very fairly compensated for the manure with the tenant, and for the cake I had consumed on the ground, but the permanent improvements I had done had been done in a period over which the Agricultural Holdings Act could not protect me. It would only go back 10 or 15 years, and I had done the work on it for about 30 or 35 years. I think that if a tenant makes a permanent improvement by which the estate reaps a permanent benefit the tenant should get a fair share of it without respect to the time at which it has been done

34,100. Then you consider that the Agricultural Holdings Act requires amending?—I think so.

34,101. To give the tenant compensation for permanent improvements?—Yes.

34,102. And not to cut him off, as it now does, if the improvements are done over a limited number of years?—Yes.

34,103. That is your opinion?—That is my opinion.

Sir *John Llewelyn*—continued.

34,104. Have you anything to suggest in respect of the rates?—Well, I have made a suggestion in the paper that you have. I think what you might call the administrative portion of the poor rates should be paid out of Imperial rates, and only the net indoor and outdoor relief should be borne by the local rates.

34,105. You state here, "I would suggest that "all official charges, salaries, and expenses of "administering the Poor Law should be paid out "of Imperial sources, only the net indoor and "outdoor relief to be borne by the local rates." Is that so?—Yes, I think so. It would tend to reduce rates, and that would be a help to us, because it is a struggle now to go on.

34,106. Have you anything to say about small holdings?—There is a narrow belt of land in the parish in which I reside abutting on the common. I have no doubt originally there were labourers who had squatted down there, or something like that. There were about 20 cottages, I think. The cottages are, perhaps, about 16 now, some few having gone down. Down to about the year 1852 the Lord of the Manor used to give life leases. There are some of them not yet fallen in, but since 1852 there has not been one granted. I have been speaking to many of the tenants of those little holdings. They vary from one to eight acres, and I think there is one of over eight acres; they are generally from two to four acres, and I know many of them would like to buy the freehold if they had the power. I think it would tend to be a tie—to be a bit of inducement to the labourers perhaps to stay on the land.

34,107. What would be an inducement for them to stay on the land?—I mean if they should become the owners.

34,108. Do you think there is any disinclination on the part of the tenant farmers of this neighbourhood to come and give evidence before the Commission?—I have not heard of it.

34,109. You do not think it exists?—No, I do not think so; I have not heard a single case.

34,110. You speak of the low prices which you get for stock now. Does the butcher get more than he ought to out of this?—Well, to-day I was barely offered 6*d.* a pound for first class three years old beef, and we think that a very poor price after being fattened and stall fed.

34,111. Is there the same amount of depression with the butchers that there is with the farming interest just now?—No, I think not. I do not think there should be.

34,112. Do you find some of them retiring pretty early in life?—I know some of them have done very well, better than the farmers, I fear, very much.

Mr. *Seebohm.*

34,113. Does your experience extend to the mountain districts of this county?—Yes, I nearly join the mountain. There are not many hundred yards between me and the common land.

Mr. *Seebohm*—continued.

34,114. Is yours chiefly dairy farming or sheep farming?—I am mixed; my farm is mixed. About a third of it is arable, and that is nearly about the average, but there is more grass than there was. There are considerable quantities put down on most farms. On one farm near me, out of 200 acres they have laid down to permanent pasture 60 acres.

34,115. Then have these little mountain farmers sheep as well—mountain runs?—We have a right in the parish to a mountain run, but only those that are close adjoining avail themselves of it.

34,116. Is it without stint?—I beg your pardon?

34,117. May you put as many sheep as you like upon the run, or is there a rule about it?—There is no restriction that I know of. My father used to keep a flock on the hill.

34,118. Do you know how many sheep there are on the hill?—No, I do not know. As far as our parish is concerned, perhaps 600 to 800, I should think.

34,119. And they would belong to how many people?—About four or five people.

34,120. And yet everybody in the parish has the right to put sheep on it?—Yes.

34,121. Are there more sheep on it than it can bear properly?—No, I think not. There has been a considerable loss out of it, some years back now. There has been an enclosure made just over the brow—over the top of the hill. It was some old right as belonging to the Lord of the Manor. That is rented now. It has reduced the number of sheep very considerably that could be kept there through that being enclosed.

34,122. Will you explain how it is that only four farmers use it when the others have a right to use it?—I cannot; but since wool has gone down in price, even the mountain farmers find but very little profit in it. They were keeping the sheep almost in great measure on account of the wool, because they were thinking it a good profit when they got 8*s.* or 10*s.* worth of wool off a sheep every year.

34,123. You think that the three or four or five farmers who have these 800 sheep on the mountain are not keeping the sheep of other people off, because they are the nearest and make the most use of it?—No, I do not think so.

34,124. Is it under no regulation at all?—I never heard of any.

34,125. Do you not think it would be a very good thing that there should be some regulation of the number that each person should put on, so that it should not be usurped by three or four?—I know 50 years ago there were men who lived in the lower end of the parish, nearly 4 miles away, who had sheep, but as the old men died off, the young men did not seem to take it up, and it has been discontinued entirely. I do not think there is one now, only what joins or abuts on the hill.

Mr. *Seebohm*—continued.

34,126. Do they keep cattle instead?—Oh, yes, they have increased that and keep more lowland sheep—the black face—the Shropshire Downs chiefly.

34,127. Are they chiefly dairy farmers or breeding farmers?—There is not much dairying done. There is a little dairying done, but not much.

34,128. Do you speak Welsh?—Well, I can understand Welsh a good bit, but I cannot quite master it, although I ought to. My father and mother used to talk Welsh.

34,129. Do you know what they call a dairy up in the mountains?—No, I have forgotten now. I know what they call a cow very well, but I do not know what they call a dairy. I know what cheese and butter would mean.

34,130. Within your recollection in the old times, did they make cheese of the milk of sheep at all?—Oh, yes.

34,131. Is that so now?—There are a few cases now. I know my next neighbour does.

34,132. But is it profitable. If so, why is it given up?—Well, that is a question I could scarcely answer. In many cases it is given up, perhaps, because we do not keep a servant at home now. My daughters do all the work, and I suppose they would hardly undertake to do that.

34,133. I suppose it is a very good kind of cheese?—Oh, first-class cheese.

34,134. Is not it rather a pity that that industry is lost in these bad times?—Well, there is a drawback with that. It injures the ewes, unless you keep them very well for the following season. If you want to fatten the ewes off in the autumn, you have a difficulty to milk and do that.

Mr. *Richard Jones.*

34,135. You complain of the effect of removing the duty on malt, and say that it has been the means of adulterating beer. You would not go so far as to advocate the re-imposition of the malt tax, would you?—No, I do not; only that a guarantee should be given what the beer is brewed from. That is my idea.

34,136. An extension of the Feeding Stuffs and Fertilisers Act, I suppose, would meet the necessities of the case?—Yes, I think that that will want extending, because there is a tendency now to evade the Feeding Stuffs Act.

34,137. Protection from adulteration?—Protection from adulteration. You can hardly get the merchant now to give a guarantee for the American linseed cake, for instance; they will guarantee the English linseed cake, but so far I have been unable to get any guarantee with the American linseed cake.

34,138. You suggest also that the official charges in connexion with the administration of the Poor Law, should be paid out of Imperial sources?—Yes.

34,139. I suppose you are acquainted with the objections which may be urged against that?—

Mr. *Richard Jones*—continued.

I have never heard very much objection against the official charges, but of course there is great objection against the outdoor and indoor relief, because I think that that could not be managed only by those who contribute. I have had some good many years' experience on the board of guardians, and I have always seen the necessity for watching carefully over the relief lists.

34,140. The same objection may be urged against the official charges, that where you get a Government charge you of necessity get Government control, so that really if these things became Government charges we should weaken the principle of local self-government, but perhaps the ratepayers are willing to part with a share of their local self-government, if the Government will relieve them of their rates. Is that so?—Just so.

34,141. You say with respect to small holdings that many of these small tenants would like to purchase their holdings?—Yes.

34,142. Do you think that if they had these holdings at a fair rent, and also that they felt secure in their holdings, there would be a demand for purchase?—Yes, I do. There was a great disappointment in the neighbourhood 30 years ago, when the power to lease was lost. If a working man before that time could get together about 40*l.* he was enabled to lease for three lives his little place, with perhaps two acres of land. I have known 80*l.* paid for eight acres of land, with only 1*l.* a year to pay for ground rent or acknowledgment. It was 80*l.* that the old man paid to lease 8 acres of land.

34,143. That applies to leaseholders?—They very much prefer becoming freeholders if it is possible for them to do so.

34,144. Do you know if any applications have been made to the county council under the Small Holdings Act?—No, I believe not.

Mr. *Griffiths.*

34,145. Will you kindly tell us what is the acreage of your farm?—I have taken a second farm. When I had to give up this tract of land of 33 acres, I took an adjoining farm which was in the market. My own farm is only 100 acres, and I have a little tract of land belonging to the Great Western Railway of 18 acres more, which adjoins my garden, so I have about 118 acres. There is another farm where two of my sons are, which is all one thing like. That is nominally nearly 200 acres, but there is a lot of mountain woodland you may call it almost; it runs almost to the very top of the Skyrrid.

34,146. You have given us a scale of prices in 1886 and at present. It has come down nearly to a half what it was in those days?—Yes.

34,147. Your rent has not varied in the same way, has it?—Well, I have had a reduction and abatement. First of all I had an abatement, when those bad wet seasons came on. In 1877, 1878, and 1879, there was a fearfully wet, bad season that we had, and I had an abatement of 10 per cent. Then things improved a little, and we went back to the old rent for a short time, and then the stock came down, and I had an abatement again of 10 per cent., and things not improving, I had a reduction of 10. This year I have been given an abatement of 5 in addition. That is as regards the one farm. The other I had only taken four years, and I have had an abatement of 15 per cent. on that.

Mr. *Griffiths*—continued.

34,148. Yet you do not consider at the present time that that is sufficient to meet the depression, do you?—It is not equal to what we are losing in the prices, I consider.

34,149. You have not given us any statement with regard to the cost of labour in these times. Is the labour now more than it used to be in those days?—Oh, very much more.

34,150. Is it so good quite as it used to be?—Well, hardly, not as a rule, but I have four grown up sons, two on each farm, and we have some advantage in that way.

34,151. Do you think you would be able to pay as well if you had not your sons on the farm?—No, I do not know how we should get along, because they do not get much besides their board and lodging.

34,152. You do not give them any wages, of course?—No, I do not give them any wages.

Mr. *Richard Jones.*

34,153. Do you save sufficient money to put them up on farms?—At present I consider I am sinking all my own private means.

Mr. *Griffiths.*

34,154. Then there is no hope for them if this depression lasts?—No. If I had not had something from some other sources, it would have been a very poor hope.

34,155. In your statement you said, and I was very pleased to hear you say so, that landlords and tenants can agree, but still there are some cases where there is no likelihood of their doing so, are there not?—Yes, I know some few cases.

34,156. And there you say they should have power to appeal to some other source to settle questions between them?—Yes.

34,157. What do you think is the reason that people do not apply for leases the same as they used to?—They never have in our neighbourhood, not very much.

34,158. They never have?—Not very much.

34,159. Do you think that the farmers at the present day would like to take leases at present rents?—Well, it is such a down grade continually that people would be afraid almost now, I think, to take a lease. It seems nothing but down hill all the way from 1876 almost. We had stock selling pretty well here some five or six years ago for a short time, but they have gone to a ruinous point now.

34,160. You spoke of cottages that had a little land attached to them. How do the labourers that live in those cottages do. Do they keep

Mr. *Griffiths*—continued.

cows?—No. Some three or four of them have a cow, but this is a tolerably good market, or has been a very good market, for the sale of vegetables and fruit; I know one case where a man was fortunate enough to marry a thrifty wife, and she was able to keep the family all through and save his wages.

34,161. But we could not all do that, I suppose?—No; that is not a regular thing, that is only a single instance.

34,162. How is that land let. Is it let at a high rent?—No, it is let at a low rent, but it is very hilly; something like two acres and the cottages are not more than about 5*l.* a year.

34,163. Do you not think there would have been a better state of things if farmers were paid for all their improvements?—Well, I consider I lost a good bit through leaving this tract of land, but I could not claim it, because it was over time, and I thought it a little hard.

34,164. It is rather hard that a man should leave his improvements to another without being paid, is it not?—It was such extraordinarily rough land. I was a young man then, and laboured hard at it for years.

34,165. Do you think our Government are stricter in looking after home produce than they are in looking after the foreign produce that comes in. I mean in this sense. We very often hear of men being prosecuted for bringing bad milk into market, but we seldom hear of prosecutions for adulterating flour coming from abroad, though it may contain chalk and many other ingredients?—No, I never heard of it. There are frequently prosecutions for adulterating milk.

Mr. *Brynmor Jones.*

34,166. How far is your farm from Abergavenny?—Two miles exactly.

34,167. Are there many Welsh farmers in your neighbourhood?—There is only one, and he is some four miles beyond me.

34,168. Do the labourers in your part speak the Welsh language?—No. It is about five miles to six miles where the Welsh commences.

34,169. From you?—From me. On the eastern side of Breconshire, just on the borders of Monmouthshire, is where the Welsh commences.

34,170. Do I understand you to say that there is a very general desire for greater security of tenure on the part of those who occupy land in this county?—I have very many times heard it expressed in talking over certain improvements that if a man was in his own place he would do the improvements, but he was afraid almost to do them now. I have heard that.

34,171. Have you seen the provisions of some of the Bills that have been brought in lately. There is a Bill brought in by Mr. Thomas Ellis and Mr. Bryn Roberts, for instance. Have you seen that Bill at all?—No, I have not. I have heard of it, but I have not seen it. Unfortunately for me, I have lost the power of reading, from partial loss of sight, or else it is very probable I should have read it.

Mr. *Brynmor Jones*—continued.

34,172. The scheme of that Bill for security of tenure is that the landlord is not to have power to give notice to quit to any sitting tenant, except for a breach of certain statutory conditions. Do you follow my words?—Yes.

34,173. If that Bill became law, by section 3 the landlord would not be able to give notice to quit or to remove the tenant, unless the tenant committed a breach of one of the conditions of the tenancy named by law. You see what I mean?—Yes.

34,174. Of course it might be a very nice question to consider, if a tenant did go of his own wish, how far he could be entitled to any compensation for any improvements he had made, because it might be said it would hardly be fair for him to ask for any compensation if he had liberty to stay on the land as long as he liked, and as long as he paid a fair rent as determined by the Land Court. Do you follow my point?—Yes, I do.

34,175. Which do you think that the tenant farmers in your neighbourhood, or which do you yourself think you would prefer. Would you prefer security of tenure on that basis without a right of compensation for unexhausted improvements, or would you prefer the present tenure coupled with adequate provisions for unexhausted improvements?—Well, I should almost think that I should prefer compensation for unexhausted improvements.

34,176. You think you would rather be a tenant from year to year, subject to notice to quit without any reason at all—one year's notice to quit—receiving, however, full compensation for unexhausted improvements, to being a judicial tenant on the terms of this Bill?—Well, I would hardly like to decide, on the spur of the moment, that question.

34,177. It is rather a difficult point, but it is important that we should ascertain the wishes of each class in regard to these matters. Let me put the point again. Under the provisions of this Bill a tenant from year to year would become a tenant on statutory conditions. The first statutory condition is that he shall pay his rent; the rent is to be fixed by a Land Court at a fair sum; it is fixed, I think, under this Bill for seven years. During those seven years the tenant cannot go and ask the court to diminish the rent, nor can the landlord ask the court to raise the rent. Then the tenant is also bound to perform certain other conditions. As long as he pays the rent named by the court, and performs those conditions, he cannot be sent away by the landlord. That is the position under this Bill. Now the position from another point of view might be put in this way, that a tenant need not have such security of tenure if he has got an absolutely full claim for compensation in case he is sent away by the landlord. Which of those two positions do you think the average tenant farmer would prefer?—Well, I do not think I am competent to give an opinion upon that point, but at present the Agricultural Holdings Act is so involved that I had it from an eminent lawyer that it was more

Mr. *Brynmor Jones*—continued.

profitable very often for the lawyers than it is for the tenants to apply for compensation at present, as it stands now. An eminent lawyer in an adjoining county told a friend of mine that the Agricultural Holdings Act was very much more profitable to the lawyers than to the tenants applying for compensation.

34,178. I have got absolute proof of that, because when I was a Judge in Gloucestershire, I had one or two cases, and I am afraid in one case at any rate the costs came to several hundred pounds, and the costs on both sides exceeded both the claim and the counter-claim?—What I have told you came from one of the most eminent judges in the county.

Mr. *Brynmor Jones.*

I may say in the case I refer to, my costs as arbitrator were nothing at all; there were no fees at all to speak of.

Sir *John Llewelyn.*

34,179. Your point is that people should settle their differences without the intervention of lawyers?—I am inclined to think so.

34,180. There are some questions handed in by Mr. Vincent: "Did not the holders of the "life leases you referred to allow the houses to "get into bad repair, and had not the landlord to "lay out large sums in repair before he could "get rent after the leases expired?"—They never were but very poor houses. I should think they must have been built mostly by labourers, and were covered with slabs of stone

Sir *John Llewelyn*—continued.

generally—never slated. I know a number of them; I know some two or three put up by the tenants were built and slated, but only two or three

34,181. "Had not the landlord to lay out "large sums in repairs before he could get rent "after the leases expired?"—It has never been done yet.

34,182. It has not been done?—No, it has not been done yet.

34,183. "Is it not the fact that the second "farm was offered to you by your old landlord, "because he found it necessary to resume possession of the other land, and this second farm "contained nearly 200 acres, as against 33 acres "so taken away"?—Yes, 200 acres it seemed, but half of it was hardly of any value, or of very much value; it was simply mountain land. rough wild land. I should have liked to have said a word or two, perhaps, about the railway charges. We find those a great barrier to us.

34,184. Have they been raised?—Some of the charges seem very absurd, for instance, yesterday, through a mistake in an order, I had to have a ton of manure from Newport, or 21 cwt. They charged 9*s.* for bringing one ton, and if I had had two, it would have been 8*s.* I think that is a very absurd thing.

Mr. *Grove.*

34,185. What sort of manure was it?—Bone manure. We are taking to dress our grass lands with bone manure.

The witness withdrew.

Mrs. Mary Mees called and examined.

Sir *John Llewelyn.*

34,186. You live near the Roman Catholic Chapel, Brynmawr, Breconshire?—Yes.

34,187. What is it you wish to say?—My father had leave of Mr. Crawshay Bailey to fence in a field. When he died he left it for me. I had it for a few years at the same rent as my father paid, and then the Nantyglo Company rose it from half a guinea to 2*l.* 15*s.* I put it in my husband's name then when they rose it. Now my husband is dead two years ago, and I had it put in my own name again, and they then sent me another notice. My father rented it to Mr. Jonah Wicks, a butcher, of Brynmawr, at 6*l.* a year.

34,188. What did you pay for it first?—Half a guinea my father paid.

34,189. You sub-let it at 6*l.*?—My father had sub-let it before he died. Then after my father died, he left it for me.

34,190. Were there any papers concerning it?—I have some papers.

34,191. Have you the paper by which it was left to you?—I have not the paper by which it was left to me, but I have the papers to show that I paid.

34,192. Was 10*s.* 6*d.* the amount of the first rent paid?—Yes.

Sir *John Llewelyn*—continued.

34,193. Then did you sub-let it for 6*l.*?—Yes, and when my father died he left it for me, and I had my husband's name put on the paper to pay it.

34,194. Then they rose the rent?—They rose the rent from half a guinea to 2*l.* 15*s.* My husband is dead about two years last January. Last year I had it put on my name to pay, and they sent a notice 12 months last February that I was to pay the same rent that I received of Mr. Wicks, the butcher.

34,195. How much was that?—The 6*l.* a year.

34,196. It remained the same?—Yes, I never rose it, and I had the rates to pay out of that. When the time of the notice was within a fortnight up there was a messenger sent to me to ask me what was I going to do, that Mr. Vachell was at the Nantyglo office, and they wanted to know what I was going to do. I said I did not know exactly what to do with it then. I asked him when I could see Mr. Vachell. He said, "Oh, he will not be up perhaps for months "again, but you can see him down at Newport." Well, I am not able much to go about. I said, "Well, Mr. Graham is in the office nearly every day." He said "Yes." I said, "Tell Mr.

Sir *John Llewelyn*—continued.

"Graham I will come down and see him." Within a few days I went down. I told Mr. Graham I had come to see about the field. He said, "Well, whoever do have it must pay the "same rent as you receive, that is, 6*l.*" I said, "It was too bad that the field should go on in "this kind of way after my father fenced it off "a common, and if everyone will act like you "I shall be thrown on the parish." He said, "I hope not, but it is likely enough that Mr. "Wicks will take it if you will not." That is the butcher that had the field before my father died.

34,197. When your father had the land from Mr. Crawshay Bailey did you get the lease upon it?—No, not a lease for the land, but I got a lease for a couple of houses there.

34,198. How long is that lease for?—As long as the Nantyglo Company last.

34,199. That lease is still in existence?—Yes.

34,200. And is still operating, no doubt?—Yes.

34,201. Was the land upon the same lease or not?—No, the land is not mentioned on the same lease.

34,202. Have you got the lease there?—No, I have not got the lease.

34,203. Was the land secured to you for the same period of time as the house?—Well, my father made a will, and it was mentioned on the paper about the land attached.

34,204. I suppose your father gave you whatever he had to give?—Yes.

34,205. Had he any power over this land more than a yearly tenant?—Well, he was paying on the same paper as the house's lease was. There was no lease on the land.

Mr. *Brynmor Jones.*

34,206. What rent did he pay for the house?—Two guineas besides this.

34,207. That was a building lease?—Yes.

34,208. He built the house or got the house built?—Yes.

34,209. After that he got a bit of land added on and fenced it in?—Yes.

34,210. How much rent did he pay to the landlord?—Half a guinea.

34,211. As a matter of fact, your lease does not extend to this bit of land?—No, the land is not on the lease, only it is mentioned. It is not drawn on the lease.

34,212. According to your showing, your father became tenant from year to year of this extra bit, although he was the building tenant on the land on which the cottages stood. Now, the Nantyglo Company seem to have the right, do they not, to terminate that agreement, and you complain of its hardship?—Yes.

Sir *John Llewelyn.*

34,213. As a matter of fact, they gave you notice to go last autumn?—Twelve months last February.

Sir *John Llewelyn*—continued.

34,214. Has the notice expired?—Yes.

34,215. Who has the land now?—Well, I kept it on at 6*l.* a year. I took it on myself.

34,216. Are you now paying 6*l.* a year for it?—Yes.

34,217. You cannot sub-let it at a higher figure?—He told me I was not to sub-let it at all. I was to keep it for my own use. Mr. Graham said that.

34,218. Is Mr. Wicks one of the tenants of the cottages?—No, he is up in the town butchering.

34,219. The raising of the rent or the taking of the bit of land would not interfere with your letting the cottages?—No.

34,220. What kind of fencing is it?—There are two side stone walls to it, and it is by a railway station.

34,221. Did Mr. Crawshay Bailey sell all his interest to the Nantyglo Company?—I expect he did.

34,222. You do not think Mr. Crawshay Bailey has anything to do with it now?—No, I do not believe so, he is dead; it was old Mr. Crawshay Bailey—the old man.

34,223. Have you anything else to say to the Commissioners?—Only that I am a widow. I told Mr. Graham could not he put it on the lower scale for me, and he said, "No."

34,224. Of course we hear what you have to say, but we have no power to interfere in such matters?—I am a widow.

Mr. *Griffiths.*

34,225. Your complaint is that your father expended a good deal of money on this land?—He laboured hard.

34,226. And built walls round it, and you complain that you cannot continue as tenant at the same rent as your father did?—Yes, that is the complaint, or a little advance.

Mr. *Brymnor Jones.*

34,227. A small advance?—Yes.

Mr. *Griffiths.*

34,228. You would be willing to have a small advance, but to raise it from 10*s.* 6*d.* to 6*l.* is very hard after the amount expended by your father?—Yes, I have the measure of the field if you would like it.

34,229. Do you know what the acreage is?—Here it is on the paper (73 yards × 101 yards)

Mr. *Grove.*

34,230. How many years ago is it since your father fenced it in?—I should think abouut 40 or something of that sort. I am not exactly sure about it.

The witness withdrew.

Mr. EVAN DAVID called and examined.

Sir John Llewelyn.

34,231. Do you live at Llansantfraed, Abergavenny?—Yes.

34,232. What is it you wish to give evidence about?—I handed up a paper.

34,233. There are three things mentioned on the paper, "first, security for improvements; "second, protection for sitting tenant; third, "cottage accommodation"?—Quite so.

34,234 Take first the security for improvements. Do you know the Agricultural Holdings Act?—Well, I read it sometime ago, and studied a bit of it, but I thought it hardly worth while to keep on with it, so I put it on one side.

34,235. You do not think it acts?—No.

34,236. Do you live in that part of the country where they speak Welsh?—Yes, I am a Welshman. I am one of those you have been talking so much about.

34,237. We do not generally hear that the Agricultural Holdings Act is much known in Wales. Do you think it would be better known if it was published in the Welsh language?—I do not know, indeed.

34,238. You do not think much of it?—No, nothing at all.

34,239. Do you consider that it gives any security for improvements?—You must have the consent of the landlord.

34,240. Do you not think that is right?—Well, in some cases it would be right.

34,241. There are some cases under the Act. There is one case in which it is not necessary to get the consent of the landlord. You think that the Act ought to be amended in the direction of extending those things in which the consent of the landlord is not required. Do you think so?—Yes.

34,242. Many people think that the Agricultural Holdings Act is capable of improvements. I gather that is your opinion?—Yes.

34,243. Would you tell the Commissioners what your opinion is, and the points upon which you think it might be amended?—I cannot go into the Agricultural Holdings Act. I do not hardly remember anything about it. Of course, what I meant by improvement is, I believe a farmer at the present time who does his farm well, is situated in a worse position than a man who does his farm bad.

34,244. Are you a tenant farmer?—Yes.

34,245. What sized holding have you?—Something over 300 acres.

34,246. Who is your landlord?—Mr. Herbert, Llanarth.

34,247. Tell us what greater security you think ought to be given for improvements?—I believe the tenant farmer when he improves his land should, in case anything happens to prevent his going on, be paid for what he has done on the place. He should have encouragement to go on, but at the present time, in this county in particular (it is different to what it is in Glamorganshire), there is no encouragement at all for a farmer to improve his land.

Mr. *Seebohm.*

34,248. Would you be satisfied with the Glamorganshire custom if it extended here?—Yes, but there is some deficiency there. I like that better than this. If a farmer improves his land in this part of the country, and does it well, he will stand a very great chance of a rise in the rent, or at least he will not get much reduction, and then there are plenty of what you call land grabbers who come and offer more rent for it if he does his improvements well.

Sir *John Llewelyn.*

24,249. What have you to say about the point "protection for sitting tenants"?—I maintain this, that the land would be worth nearly as much again if there was security for tenure and improvements.

34,250. You think security of tenure would encourage a tenant to farm well?—Yes.

34,251. To throw more capital and more labour into the farm?—Yes.

34,252. Have you anything to say to us about cottage accommodation?—Yes, we are very badly off for cottage accommodation in this part of the country, very, very bad. I think it is one of the greatest drawbacks that farmers have in the neighbourhood. It is impossible, in my opinion, for a farmer to farm as he ought to on a large farm without having some cottages, and good tidy cottages, so that they command good respectable tidy men.

Mr. *Grove.*

34,253. You think if there were more cottages it would encourage more labour on the land, and the land would get the benefit of it?—It would, and we should have a better class of working men. According to the cottages we have at present, we cannot expect tidy working men to live in them.

Mr. *Griffiths.*

34,254. Did you ever farm in Wales, Mr. David?—Yes.

34,255. In Glamorganshire?—Yes.

34,256. Do you find much difference in the farming in this neighbourhood to what you were used to in that part of the country?—Not a great lot.

34,257. Much about the same?—Yes, just about the same. I do not believe they farm quite as well here as they did down there, that is the only difference.

34,258. Do you know of any rents which have been advanced of late years?—No.

34,259. Times are too bad at present?—They do not talk about rises now.

34,260. Are there any abatements?—We had a little bit at the last half year's rent.

34,261. Did you have 20 per cent.?—No; well, 5 per cent.

34,262. Do you think land could be made to produce much more if you had security that you would be paid for your improvements and the money laid out upon it?—Yes, I am certain of it.

Mr. *Griffiths*—continued.

34,263. Do you think you would get a better class of labourers to live along with you on the farms if you had better cottages for them?—Yes, we should.

Mr. *Richard Jones.*

34,264. Do you find that there has been a good deal of change in the character of the farming since you were in the neighbourhood?—Yes, a good lot of land has been laid down to grass.

34,265. You are aware, I suppose, that under the Glamorganshire custom a claim cannot be made for land that has been laid down to grass?—Yes.

34,266. And that under the Agricultural Holdings Act it is necessary to obtain the consent of the landlord before you can do so?—Yes.

34,267. You think that the laying down of land to grass should be in the third schedule and not in the first?—Yes.

34,268. That it should not be necessary to obtain the consent of the landlord?—That is my opinion.

34,269. That is one of the improvements which you suggest in the amendment of the Act?—Yes.

34,270. Do you find that the Welsh farmers are better farmers than the English farmers?—I should not like to say they are better, but they are quite as good, I think.

34,271. Do you think they are more industrious?—Well, they are not quite so extravagant. They do not use so many bottles of whisky, I believe.

34,272. In their style of living?—Yes, they do not keep so many parties, night parties.

34,273. Do you think the standard of comfort amongst Welsh farmers is lower than it is amongst English farmers?—No, I believe in comfort the other way altogether; I believe it is more a comfort to be in the house with your wife and children, and sober, than to be in the house of a night with a lot of bottles of whisky, and half tight.

34,274. I believe you have been a pretty successful farmer at the shows?—Yes.

34,275. Can you tell us a bit of your history?—It is hardly worth while.

34,276. We should like to hear it, because your evidence would be very valuable?—I can only say this, I believe I have taken as many prizes in this county the last 18 years as anyone else. I do not think anyone has taken more.

Mr. *Richard Jones*—continued.

34,277. How many have you taken?—Indeed, I cannot say.

34,278. Have they been taken at county shows?—I have taken more in roots and farming at the agricultural shows; I only just manage to scrap up a bit of a prize now and again otherwise.

34,279. Did you say you had an abatement?—No, it was hardly an abatement, we had a few pounds back, that is all.

34,280. Do you think that according to the present prices farmers really are not doing well?—I do not believe any farmer that farms 300 acres within 20 miles of Abergavenny has not lost 100*l.* last year.

34,281. So that either they have gone into their capital or they are using money which they have saved in good times?—Yes, it is a fact, they cannot help it.

34,282. How long is this sort of thing to continue?—I hope it will not continue any longer.

Mr. *Grove.*

34,283. You know what our county council butter making is?—Yes.

34,284. Do you think that would be beneficial?—It has done a lot of good in the neighbourhood.

34,285. Do you think there is a disinclination amongst farmers' daughters and so on to go to those classes?—I do not find it so.

34,286. In your district it was successful?—Yes; I had a niece from my house as one of the pupils.

34,287. You took personally a great interest in the matter?—Yes.

34,288. You think, however, if general interest was taken in it it would be a great benefit?—Yes, I am certain of it. It has improved the butter all through our neighbourhood to a great extent.

34,289. Might we say that butter is worth 1*d.* or 2*d.* more in the market because it has been improved in quality?—Yes, I believe so, at least I should rather give that much for it now than in the old way of doing.

The witness withdrew.

Adjourned to to-morrow at Newport.

FORTY-SECOND DAY.

The Town Hall, Newport, Monmouthshire, Wednesday, 14th March 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

SIR JOHN TALBOT LLEWELYN, Bart.	MR. EDWIN GROVE.
MR. DAVID BRYNMOR JONES, Q.C., M.P.	MR. RICHARD JONES.
MR. JOHN MORGAN GRIFFTHS.	MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. T. E. MORRIS, Acting as Assistant Secretary.

Mr. WILLIAM GRAHAM called and examined.

Lord *Kenyon.*

34,289*a*. Are you a land agent, surveyor, valuer, and auctioneer?—I am.

34,290. And a member of the firm of Williams, Graham, Hitchcox, and Co., of Bank Chambers, Newport?—Yes.

34,291. Have you been in practice some time in Newport?—45 years.

34,292. You have prepared a statement, I believe, for the Commission?—Yes, I have.

34,293. Will you kindly let us hear that statement?—I have been in practice in Newport 45 years; have filled the office of mayor of the borough, and am a magistrate for the county borough. I am a fellow of the Surveyors' Institution; have for 22 years received appointments from the Board of Trade in relation to land required by railway companies; and have had large experience in purchasing, selling, letting, and valuing land in the counties of Monmouth and Glamorgan, and to some extent in the counties of Carmarthen, Brecon, Hereford, and Gloucester. My firm are the agents for four large estates, namely, the Clytha estate, 2,700 acres——

34,294. Whose property is that?—The property of Mr. Reginald Herbert. Also the estate of Mr. T. P. Price, Member of Parliament for the northern division of this county, 2,000 acres; the Llantilio estate, the property of Sir Henry Mather Jackson, Baronet, 2,700 acres; and the Aberpergwm estate, the property of Mr. Morgan Stuart Williams, 5,800 acres; and several small properties embracing altogether an area of 15,000 acres.

Sir *John Llewelyn.*

34,295. The Aberpergwm estate is in Glamorganshire?—It is, Sir John.

34,296. In the Vale of Neath?—It is.

34,297. It is not Mr. Morgan Stuart Williams' property in this county; but Aberpergwm is in Glamorganshire?—Yes; you will remember I spoke of being an agent in Glamorganshire, and that is in Glamorganshire.

Lord *Kenyon.*

34,298. Is the 15,000 acres the total of the whole?—Yes, an area of 15,000 acres. With unimportant exceptions, all these estates and properties are of freehold tenure; but the large estates are in the main settled either by deed or will, and the present owners are life tenants. Where the income (after payment of interest on charges and mortgages, and the cost of management and repairs) is small, improvements whereby the land could be made more productive cannot be made for want of means. In these circumstances I recommend sales to pay off charges. This course has been followed, to the advantage of the life tenant, and also of the tenants who have thus changed their landlord. The farms are let on annual tenancies, with entry in Monmouthshire at Christmas or Candlemas; in Glamorganshire, Carmarthenshire, and Breconshire, at Lady Day or Michaelmas. I should have said, in answer to Sir John Llewelyn that part of the Aberpergwm estate is in Breconshire, in Ystradgynlais parish.

34,299. Is any part of Mr. Morgan Stuart Williams' property in Monmouthshire?—None. The tenants make no request for leases. Changes of tenancy are very few. Agreements provide for cultivation, according to the most approved methods of the district. There is no obstacle to a tenant cultivating what is most marketable in his locality, provided he keeps the land clean and in good heart; but he is restricted from breaking up meadow and pasture land without consent. Rents vary very much. Are fixed with reference to situation, quality of the land, and the sufficiency and convenience of the homestead. Where rights of pasture upon unenclosed land attach to a farm, the annual value is increased in proportion to the extent of the right; the quality of the pasture—dry or wet—the water supply, and the means of shelter in rough weather. No services are required from tenants beyond the haulage of materials for repairs of the holding, and for improvements mutually agreed upon. In May 1880, abatements amounting to 20 per cent. were made on the half-year's

Lord *Kenyon*—continued.

rents then paid to lessees and annual tenants alike, upon the Llantilio estate, followed by permanent reductions averaging 33 per cent.

34,300. Where is the Llantilio estate?—In Monmouthshire. It lies about half-way between Abergavenny and Monmouth. Abatements and reductions have been made on the Clytha and Aberpergwm estates in the last two years in special cases. Rents are very well paid. The Monmouthshire rents are collected about the 1st of May and 1st of November. The Glamorganshire in June and July and in December and February. Arrears amount to less than seven per cent. on one estate, where the gross rental of agricultural holdings is 2,700*l.* and the average rent 22*s.* per acre, and less than four per cent. on another estate, where the gross agricultural rents are 800*l.*, and the average rent 16*s.* per acre. And upon hill farms, where the gross rents are 260*l.*, and the average rent 9*s.*, there are no arrears. The provisions of the Agricultural Holdings (England) Act, 1883, are rarely used. On change of tenancy the rule is that an incoming tenant is ready, and the sum payable to the outgoing tenant is arranged between themselves or by valuers they appoint. On the passing of the Act the Monmouthshire Chamber of Agriculture printed and circulated a plain statement without the legal phraseology of what the Act provided, and appointed a special committee to frame a scale of compensation for unexhausted improvements by the tenant. A scale was approved by the Chamber in 1884, was printed, and circulated, and is acted upon.

Lord *Kenyon.*

34,301. Have you a copy of that scale?—I have [*producing same*]. I think section 3 of the Act, in my judgment, would be improved by an amendment giving the tenant a right of appeal where the landlord refused consent to an improvement he desired to make. This appeal might be to the county court judge of the district, who should have power to fix the sum to be expended, certify a charge in favour of the tenant upon the holding for the sum when actually expended, and state the yearly rate by which such charge shall be diminished and ultimately extinguished.

Mr. *Brynmor Jones.*

34,302. That is the clause which provides for compensation for certain improvements mentioned in the first part of the schedule if the landlord consents; that is the clause you are thinking of?—Yes, clause 3.

Lord *Kenyon.*

34,303. If the landlord refuses?—Yes, if the landlord refuses—if he does not consent. A considerable area of poor arable land has been laid down to pasture during the last 20 years. When I have approved of this being done, I have provided the seed on the tenant agreeing henceforward to treat it as pasture, and not break it up again without consent. Improvements are made by a mutual agreement, and, as a rule, by the landlord, the tenant contributing the necessary haulage. There are instances of the tenant providing the capital upon an agreement for repayment by half-yearly instalments with interest. Cultivation is not now affected by game preserving. Tenants are pleased to see their landlord and his friends come to shoot, and would be disappointed if they did not have sport. The County Council have commenced giving valuable instruction in dairy work; and the improvement in the quality, with increase of quantity, will make manifest to the tenant farmers one direction in which they can increase the returns from their business. There is no co-operation that I know of for production or for the selling of produce. Down to the year 1875 there was a frequent diminution of owners of the soil and an increase in the area of some large estates. Previous to that period a plan for consolidation of small holdings into large farms was in operation on some estates, and many yeoman proprietors disappeared, but during the last 20 years, and especially during the last 10 years (since the passing of Lord Cairns' Settled Land Act), large estates have been distributed by sale, and land proprietors are more numerous now than at any previous period. A few tenant farmers have purchased their holdings at the market price of the day which has not been below 25 years' purchase upon a fair rent, but more frequently a larger number of years' purchase. The tenant farmer, his wife, and children are all employed in the business of the farm. They work hard, and in some instances the sons are one after another placed in a farm to begin on their own account. Additional and improved cottage accommodation is needed in some parts of the country. In some instances cottages are included in the letting of large farms; but, as a rule, they are let by the owner to the occupier. There has not been migration of farmers, but labourers, and especially the young men, have been attracted to the mining districts because of the good wages obtainable. Where landlords are resident, and the exceptions are few, the relations between them and their tenants are most friendly. I am of opinion that former prosperity will not be obtained by waiting for legislative enactments, but there is much to be done by forbearance, patience, and perseverance; the landowner accepting a fair rent and making reasonable provision in buildings and conveniences to enable the tenant to carry on the business of the farm with economy, and giving him help in exceptionally bad seasons; the tenant on his part exercising care and forethought in his cultivation, and in the breeding and rearing of stock, taking especial note of the seasons, so as to produce that which is most suitable to the soil and situation, and what will command a ready sale in the market; and also availing himself of opportunities to acquire increased knowledge of his business, and then applying it. I see no necessity for what is termed a "Land

Lord *Kenyon*—continued.

Court" in the district which my business covers; and I am led to fear that those who ask for such a court do not fully realise what it involves to a tenant who would seek its aid. The breaking off of friendly relations, the fierce antagonism which would follow, and the costs attendant upon such litigation would destroy any prospect of reconciliation, and in the end the tenant will find himself the sufferer from his own act.

34,304. Can you produce to us some more copies of that little *resumé* of the Act which you sent up?—The Secretary of the Chamber is in the room; if he has any copy, no doubt he will be ready to put them in the hands of the Commissioners. The Secretary tells me they can be supplied.

34,305. You say many large farms are consolidated, and many yeoman proprietors have disappeared?—That is during the early years of this century, and down to 1875.

34,306. Do you mean that they sold their holdings?—Yes, they sold their holdings.

34,307. Now they are re-appearing?—They are not re-appearing, but others are; the land is distributed more than it was.

34,308. Have tenants bought their holdings at all in this district?—Yes, I have said so, in some instances.

34,309.—Do you think that those tenants who have bought their freeholds are better off?—I think they are, because they have put by money to buy with.

34,310. They have not bought recklessly?—They have not bought recklessly.

34,311. Is the Agricultural Holdings Act much used then in this neighbourhood?—No.

34,312. But that schedule is made use of?—It is.

34,313. And it is thought fair by both parties?—Yes, I have not heard of any complaint of it. I use it on all occasions where I have necessity for it.

34,314. You have experience in Gloucestershire as well as in Wales and Monmouthshire. Do you see any differences in the circumstances of the towns?—Not between Monmouthshire and Gloucestershire.

34,315. Do you see any difference between Wales and Monmouthshire?—Not so far as my experience goes. I have not been low down in Wales. I have only one small estate in Carmarthenshire in my charge.

34,316. You cannot speak much as to that?—No.

34,317. Then you say no services are required from tenants beyond the haulage of material for improvements mutually agreed upon. Would that be under the Act?—Not always under the Act.

34,318. Do you think that the landlords readily agree to what they consider improvements?—Those that are able to do so.

34,319. Those that are in a position to do so?—Those that are in a position to do so, but when they have not been in a position to do it, I have on two occasions arranged with the tenants to find the capital.

Lord *Kenyon*—continued.

34,320. Would those be cases of tenants on yearly agreements?—Yes, on yearly agreements. In one case the tenant found the capital to build a new farm-house.

34,321. He must have felt himself very secure then?—Yes, he found 700*l.* to build a new farm-house.

34,322. Did he have any further security given him, any lease?—None whatever, except an agreement signed by me on behalf of the landlord that he was to receive 50*l.* each half year on payment of his rent in reduction of the principal advanced, nothing more.

34,323. How was that secured to him?—Only by an agreement, nothing more.

34,324. A written agreement?—Yes, a written agreement.

34,325. I suppose if he left, the principal was to be paid up?—Yes, the balance of the principal.

34,326. Did the landlord pay any interest besides?—Yes, 5 per cent. That is in operation now.

34,327. You state that on the Llantilio estate reductions to the amount of 33 per cent. were made in 1880. Can you tell me what the average rental of that estate is?—That estate was an estate which was sold by auction in 1873 after the preceding owner had raised the rents higher than ever they were before. It may be in your remembrance that from 1872 to 1875 were the years in which land sold higher than ever known in England. The Llantilio estate was sold by auction in London and it realised 165,000*l.* with the timber to be valued, which was afterwards valued at 20,000*l.*, making the cost of the whole 3,000 acres 185,000*l.* The rents were roughly something over 4,000*l.* a year. When the year 1879 came, that disastrous year, the most disastrous year in my memory or in any one's memory I suppose, they were unable to gather in the harvest because of the constant rains, and the sheep died in the early spring, and it was then that 20 per cent. was allowed the tenants on that half year, and a reduction on leases and annual tenancies alike of 33 per cent. on that estate.

34,328. They bought at something like 40 years' purchase?—There was the mansion house, coppice woods, and land in hand.

Sir *John Llewelyn.*

34,329. Who was the unfortunate purchaser?—Sir Henry Jackson's grandfather.

Lord *Kenyon.*

34,330. And who was the fortunate seller?—Colonel Clifford.

34,331. It is rather an exceptional case in the way of reduction and you have given a reason for it?—Yes, it is an exceptional case in the raising of rents in this county, very exceptional. The tenants would have been ruined if

Lord *Kenyon*—continued.

the late Sir Henry Jackson, the present Baronet's father, had not made those reductions.

34,332. You say the County Council have started instructions in dairy work?—Yes.

34,333. I observe there is a shop for the sale of Danish butter in the town of Newport?—There is.

34,334. Do you think that is doing a good trade?—Yes, I think it is doing a good trade, otherwise they could not be in the front shop. The rents are high.

34,335. I saw two, so perhaps they have changed?—The rents are very high in that street.

34,336. Do you not think that the Monmouthshire farmers ought to drive the Danish butter out of the country?—I do, and I hope that is coming.

34,337. What class of farming is pursued in this neighbourhood?—In this immediate neighbourhood along that tract of level land between here and the Severn there is alluvial soil, and that is dairy farming and feeding land, otherwise it is agricultural—mixed—now more dairy than arable, but formerly it was more arable than grass.

Mr. *Brynmor Jones.*

34,338. Do the tenants of the estates of which you speak, speak Welsh at all?—Some few.

34,339. And some of the labourers also, I suppose?—Yes; some few.

34,340. You were good enough to refer to the Agricultural Holdings Act, 1883. What is your opinion about the procedure required under that Act. Does that require amendment?—Well, I cannot say that I have given much consideration to the mode of procedure beyond this, that it seems to be a little cumbrous. Possibly in the way of making it more simple, it would be well to amend it.

34,341. The procedure actually involves the intervention of the county court, but at a somewhat late stage, and after considerable expense has been incurred?—Yes; that is so.

34,342. Do you think it is a just and fair condition of the tenant's claim, and of the landlord's counter-claim that notice should have to be given?—I think some notice should have to be given.

34,343. Of course when a man makes a claim upon another before the matter comes to a decision, notice ought to be given. What I mean is this: that if two months at least before the termination of the tenancy the tenant does not give notice, he loses all right to compensation?—Yes.

34,344. Do you think that ought to be adhered to?—I think there should be a notice. My practice is, in the few cases of change of tenancy I have had, whenever a notice to quit is given by the tenant, I take the earliest opportunity of going into the question with him as to what his claim would be on quitting, and arrange it as speedily as possible.

Mr. *Brynmor Jones*—continued.

34,345. Let me put the point again. I am not in the least seeking to press you into an opinion in the direction I am suggesting; but I think one case came under my attention in which the tenant had given a notice, and the landlord forgot to give the 14 days' notice of counter claim. The consequence was that the landlord could not claim anything by way of counter-claim; he had lost his chance. Do you think that is fair in adjusting the accounts between the parties, that for a mere technicality like that the landlord's counter-claim should be shut out?—I think the landlord should give some notice of his counter-claim. I think both parties should come together in some way with claim and counter-claim before the end of the tenancy.

34,346. I confess I do not quite see the justice of that. It seems to me an unnecessary technicality on both sides?—I do not think so. I think the claims are such that they cannot be properly examined unless it is done before the tenancy terminates.

34,347. Why should it not be assumed as a matter of course that when a tenancy terminates there will have to be an adjustment of accounts?—In my judgment there should be a period within which notice of the claims on either side should be given.

34,348. We are agreed about this, that before the tenant goes before any arbitrator he ought to give particulars of his claim. That I entirely agree to, but I am calling attention to the extreme technicality of this 7th section. The tendency of legislation has been not only in regard to matters of this kind, but in regard to other matters at any rate, to get rid of these formal notices as conditions precedent to the claim or counter-claim. But you think there is value in it, as I understand?—Yes, I think there is value in it on both sides, and I think it would lead to what I have already said is my practice of going at once to the tenant and going into it and preventing it getting into litigation. I am singularly fortunate perhaps, but I have never had litigation with a tenant in my 45 years.

34,349. Would this kind of procedure strike you as satisfactory where the parties are at arm's length Of course if the two parties are in substantial agreement and are reasonable men there is no need to resort to a court at all. Legislation has to be made to fit what is called the hard and unreasonable cases as well?—Yes.

34,350. The sort of procedure which has occurred to me as being more satisfactory than this cumbrous procedure would be something of this kind, that either party might apply to the judge of the county court to name a land valuer?—Before any claim made?

34,351. No; I am assuming the point of the claim. I am supposing claims have been given by both sides and instead of this particular procedure, which I know from my experience as a county cout judge is most cumbrous and unsatisfactory, do you think this would be satisfactory, that either party might apply, if they could not agree upon a land valuer, to the county court

Mr. *Brynmor Jones*—continued.

judge and say, "Will you kindly, sir, name a "land surveyor for us"?—Is there not that power now in the Act?

34,352. No, it is after the referees are appointed and after they have appointed an umpire?—It is the appointment of an umpire.

34,353. And the jurisdiction of the county court is left somewhat vague, and there is an appeal from the county court to the high court, if the judge states a case, and so on?—Yes.

34,354. I know all this leads to great expense?—It does.

34,355. What occurs to my mind is that if the two gentlemen who are quarrelling or have a dispute cannot agree upon an umpire themselves the best thing would be to say "Go to "the county court and ask the county court "judge to name an umpire for you and the "umpire's award is to be absolutely final and is "to be entered up as a judgment of the county "court"?—I should agree to that.

34,356. I have thought the matter out and I cannot think of a cheaper method than that?—I should agree to that.

34,357. I am told by the learned county court judge here that while he has no difficulty in his cases in Glamorganshire in regard to a dispute between landlord and tenant in finding out what the custom of Glamorganshire is, he has had considerable difficulty in getting a correct definition of the custom of the county of Monmouth. Could you give for the benefit of all of us a statement of what the custom is? Put aside the Agricultural Holdings Act, 1883 for the moment?—It varies in this county.

34,358. There are Candlemas takings, are there not?—Partly Candlemas and partly Christmas.

34,359. In the case of the Candlemas tenancy there could not very well arise any question as to growing crops at the determination of the tenancy?—Yes, there is the growing wheat, there is the autumn wheat planted, what is called the off-going crop of wheat. The turnips would not all be eaten off.

34,360. I was going to suggest there may be a question about roots, but I do not see how there could be with regard to wheat and barley as a general rule?—There is no question about barley, it is the off-going wheat crop.

34,361. I cannot state the custom fully, but is it fairly accurate to put it in this way, that the custom with regard to a Candlemas tenancy is that the outgoing tenant has a right to remain in the farm buildings until May 1st?—Yes.

34,362. And he retains the occupation of the boozy pasture?—Yes.

34,363. What else is there?—In many instances he is obliged to give accommodation to his successor for horses, and sometimes part of the house, so that he may come in at the 2nd of February, and begin to cultivate the land, and go on with the operations of the farm. I have a provision in the agreement which I use that the outgoing tenant shall give up all the arable land except what is under wheat on the 15th of October, so that the incoming tenant may go in and begin to plough, and get ready for the spring cropping.

Mr. *Brynmor Jones*—continued.

34,364. That is your special agreement?—That is my special agreement, not the custom.

34,365. It is not a term of the custom?—It is not.

Mr. *Seebohm.*

34,366. That is following the Glamorganshire custom?—Oh, it is, is it?

34,367. Well, is it not?—

Mr. *Richard Jones.*

34,368. In Glamorganshire they are the Michaelmas takings?—Yes, Michaelmas takings.

Mr. *Brynmor Jones.*

34,369. I am now dealing with the Candlemas takings?—Yes.

34,370. You do not think that is a term of the custom?—No, it is not a custom.

34,371. Is there any other term of the custom beyond those which we have touched upon now?—There were some, but I think they are practically got rid of now. There was a custom whereby the incoming tenant had a land share, that is a share of the wheat crop; then he had to take the tithe rentcharge in kind in the same way; but I think those are got rid of by agreement in later years. I have got rid of them in later years now, and I have not met with them recently. Beyond those, I do not think there is anything else on the Candlemas taking.

34,372. What is the custom in regard to the Michaelmas taking?—I do not know of any Michaelmas taking in Monmouthshire.

34,373. Do you think Candlemas takings are as convenient as Michaelmas takings?—I think they are; the people are accustomed to them.

34,374. But putting aside the fact that people are accustomed to them, do you think that the Michaelmas taking is more convenient?—Well, at the Michaelmas taking all the crops would be on the farm, and they would have to be purchased by an incoming tenant which would require considerable capital coming in in that way.

34,375. I do not know about all the crops?—Yes, all the product of the past year; hay and corn would be intact.

34,376. Harvested by that time?—Harvested, but not broken into; there would be a considerable difficulty in altering a Monmouthshire custom.

34,377. Mr. Richard Jones was quite right; we have evidence of a Michaelmas taking in the centre and east of Glamorganshire. Perhaps you can mention any differences, but this is how Mr. Daniel Owen describes it, "The yearly "tenancy begins and ends on the 2nd February, "and is subject to six months' notice on either "side to be given on the 2nd August. The "outgoing tenant has the privilege of retaining "the farm-house and a pasture field the nearest

Mr. *Brynmor Jones*—continued.

" to the house free of charge from the termina-
" tion of his tenancy to the 1st May succeeding.
" Before the expiration of the tenancy of the
" outgoing tenant a valuation of the unexhausted
" improvements takes place." Did that take
" place under the custom of Monmouthshire ?—
Not as a matter of custom.

34,378. Then there follows certain regulations which appear to have been substantially agreed upon between the valuers as to the amount in regard to the different kinds of crops. But to come to another subject, have you upon the estates with which you are connected many cotters—many men who pay a small sum for a cottage and a garden, direct to the landowner ?—Yes, as a rule the cottages are let direct from the landowner to the occupier. There are some instances in which cottages are included in the taking of the farm.

34,379. Mr. Jeffreys, who was a witness we had before us yesterday, agreed with what I read from a report made in 1867, which called attention to the very large number of cotters in some parts of Monmouthshire ?—You are speaking now of small quit-rents or cot-rents. I think they only exist upon the Duke of Beaufort's estate.

34,380. What do you mean, Mr. Graham, when you use the term " fair rent " ? You used the term " fair rent " ?—Yes.

34,381. What do you mean by a fair rent—do you mean a competition rent ?—I do not mean a competition rent. I mean a rent settled by arrangement between the tenant and the landlord.

34,382. By what method would you arrive at what is the fair rent as between a landlord and tenant ?—I should arrive at it by my own experience.

34,383. How would you, as a valuer, meet this case : I have been tenant of a farm, we will say, for 20 years, and have been paying 100*l.* a year for it ; the landlord says, " I think the rent " ought to be 110*l.*," and I say, " I think it " ought to be 95*l.*," how would you propose to adjust that difference—on what principle ?—Are you supposing that I am the agent or that I am called in to adjust it.

34,384. We will suppose you are called in to adjust it ?—The principle I should adopt then would be to go and view the land, and place my own opinion upon its value to rent.

34,385. That is to say, you would consider whether a prudent farmer, investing his capital and ready to give his work and superintendence, would think it an economical thing to give such and such a sum for it ?—Certainly.

34,386. Then the test of what is a fair rent is whether the farmer can make a fair profit out of the business ?—Certainly.

34,387. Supposing a landlord and tenant cannot agree, do you see any objection to some fair third party coming in to settle it for them ?—It would be a very rare case, I think, for a tenant and landlord not to agree I do not think it would be quite right to bring in an outside person to settle their differences, because although the tenant may not be willing to give the rent which the landlord is asking ——

34,388. Quite so, but you have said that the landlord is not to get the highest rent he possibly can for it ; for the sake of argument, that is conceded ; what has to be paid by the tenant to the landlord is to be a fair rent ?—Yes.

34,389. Of course I understand the logical position of the landlord if he says, " I shall get " the highest rent I possibly can ; I shall put " up this farm for tender." I understand his position then ; but supposing a landlord says, " I do not desire from my tenant anything more " than a fair rent—a rent which will give to the " tenant farmer a fair return on his capital and " a fair return for his superintendence and " work ? "—Then the landlord says, " My fair " rent is so much ; " the tenant says, " I cannot give it."

34,390. And the tenant says, " No, the fair " rent is so much less ? "—Yes, so much less.

34,391. Both being then fair men, what is the objection to calling another fair man in to settle the difference ?—If they agree to it, I should say so, but not by compulsion.

34,392. Then while you admit the principle of fair rent, you also refuse the only means by which the fair rent can be ascertained, because the landlord has a position of advantage ; he can always give notice to quit and get rid of the tenant farmer, but the tenant farmer cannot get rid of his landlord ?—The tenant farmer can give notice to quit, too ; he can change—they can both change. I should not like to introduce the principle of compelling a landlord or a tenant.

34,393. But why not ? In regard to a case of a landlord refusing his consent to improvements, you are willing for a third party to come in ; that was one of the recommendations you made ?—Yes, I did say so.

34,394. Why do you call in a third party in one dispute and not in another ?—I think there is a difference. In the one case where I recommend that there should be power to appeal to the Judge or to the Court of the district, the man is there, and is engaged in his business, and sees a way whereby he can increase his business by employment of some capital which he has to spare. I think it would be just that he should have the opportunity of doing it.

34,395. But in the case I am putting to you of the sitting tenant who wants a reduction of his rent, the man is there, to use your own words ?—Yes, he is there.

34,396. That hardly makes a distinction between the two cases then. The distinction that you seek to draw I could follow if applied to the case of a vacant farm, but supposing a man has been 20 years on the farm and his father 40 years before him. He is there in that case as well as in the other case ?—Yes, but I understand your question means this, that a landlord cannot get rid of his tenant, and that he has to be there.

Mr. *Brynmor Jones*—continued.

34,397. No, the landlord can of course, but we are on the question of fairness; the landlord is not taking the highest possible logical and legal ground in the case supposed; he is only anxious to get a fair rent?—Well, if the landlord is only anxious for a fair rent, and the tenant is willing to give a fair rent, and they cannot agree as to what that fair rent is, I do not see that there would be any objection to the judge of the county court appointing a valuer to say what the fair rent should be.

Mr. *Griffiths.*

34,398. You say, Mr. Graham, that there are no applications at present for leases?—None.

34,399. Can you give us the reason why?—I can only give you the reason that I assume the tenants are satisfied to be yearly tenants. I know of no other reason.

34,400. Do you think the tenants have not suffered as much from the depression in this present year as they did in the year 1879, which was a very bad year?—In 1879 it was not depression; it was bad season.

34,401. Well, we have had a bad season last year, too?—Yes, but not so bad. I know of nothing equal to 1879.

34,402. Are not the present prices of stock lower than they were in those days. Do you think stock sells so well now as they did in 1879?—No, they do not.

34,403. Can you tell us the reason that you have no arrears of rent on the hill farms when you have arrears on the lowlands?—There are none on the uplands, and they are small on the lowlands.

34,404. How do you account for that difference?—Well, it is so very small, you see. There always will be on large estates something.

34,405. You consider they do not pay so much for labour?—On the uplands they do not pay so much for labour. It is all pasture.

34,406. Labour is very much higher, is it not, at present than it was?—Labour is always high when you are near to a mining or manufacturing district.

34,407. I was very pleased to hear you say (and I think this is the first instance on a large scale that we have found) that the landlord pays for seeds when a farm is laid down to grass?—Yes.

34,408. Do you know of any other estates that follow that custom?—I cannot say that I do.

34,409. I think it is but fair for tenants?—I have always thought it reasonable to do it.

34,410. Then in the instance of a farmer doing all the hauling, have you any period of exhaustion for that hauling?—None.

34,411. Have you any instances of farmers leaving when the rent is too high, because they are not able to pay their way?—Yes, there are instances where they say that they cannot pay their way certainly.

34,412. How have they suffered as to the haulage, if they have done any?—There has been no claim in respect of the haulage, because if the haulage is only for repairs it is so very small for repairs, but if in the case of building a new house, which I referred to just now, there would be a great deal of haulage.

Mr. *Griffiths*—continued.

34,413. And they are generally paid for the haulage when they leave?—Yes.

34,414. Do you employ any game keepers on these estates?—None.

34,415. Do you find the farmers generally very good keepers, do they like to preserve the game for the landlords?—I think the farmers are the best keepers.

34,416. I am pleased to hear you say so. How are the dairies generally in these farms; are they generally built in a suitable place and with accommodation for improved implements?—Yes. I am always an advocate for giving every facility and convenience to a tenant to make the most of his farm.

34,417. Do landlords on these estates do anything in the way of improving the stock by introducing some good sires in horses, cattle, and sheep and so on?—Yes, they have done so, in horses particularly.

34,418. Do you mean cart horses?—Both cart and nag horses.

34,419. Do the tenants generally take advantage of it?—They do.

34,420. I suppose they are charged a very nominal sum for the use of it by the landlords?—They do it for the advantage of their tenants.

34,421. Then with regard to poultry houses, do you generally say that they have got good accommodation for poultry. Farmers as a rule are neglectful rather about their poultry?—Yes, I am rather anxious that they should have good places for their poultry, particularly that they should be kept from the fox.

34,422. Have you any cottages on your estates where the labourers keep cows?—Not where the labourers keep cows.

34,423. None?—None.

34,424. Do you not think it would be a good thing for a labourer to have a cow to bring up his children on his small holding?—I think that if we distributed a little land amongst the labourers it would be a very good thing.

34,425. Do you not think it would be the means of keeping them more in the country, instead of their running to the towns?—Yes, I think so.

34,426. When a farm is vacant, have you many applications generally?—Generally several applications waiting.

34,427. What would you consider many applications?—Three or four.

34,428. Is it not a fact that when farms are likely to be sold, the rent is generally advanced to the very highest pitch?—I think the owner endeavours to do that.

34,429. And the tenant as a rule suffers by it, does he not?—Yes. I should say also that in the sales of part of these settled estates to which I have referred, for the purpose of clearing incumbrances, and benefiting both the life tenant

Mr. *Griffiths*—continued.

and the occupying tenant, I have never raised one; they have been sold as they were.

34,430. Do you not think a Michaelmas taking would be a far simpler way than the one customary in this neighbourhood?—I do not think you could change a custom from Candlemas to Michaelmas in a county like this very easily. I thought it would be easy, and tried to do it years ago, but I failed.

34,431. At the Michaelmas taking in our part of the country the incoming tenant only takes to the straw; the corn is threshed, and he takes to the hay, the straw, the manure, and the turnips?—Yes. That would be very simple, and I should like it, but I have failed to get it done.

34,432. Do you not think that would tend to give the landlord better security, too—the tenant coming in must show that he has some capital before he takes to it?—Yes, certainly.

Mr. *Richard Jones.*

34,433. I will just follow up that question which Mr. Griffiths asked you about the different dates of the termination of the tenancies on the estates with which you are connected, Mr. Graham. Which do you think, in the interests of agriculture generally, is the best time to have a tenancy determined?—I should prefer Michaelmas, as it is in Glamorganshire. At the farms which I have acted upon in Glamorganshire it is Michaelmas.

34,434. Is that the western part of Glamorganshire; in East Glamorgan they terminate at Candlemas?—In West Glamorgan, I suppose you would call it—the parish of Llantrissant.

Sir *John Llewelyn.*

34,435. In the north-west part of the county; I do not think the custom of the county of Glamorgan extends into the Vale of Neath?—No, it does not, Sir John.

Mr. *Richard Jones.*

34,436. You say it is about West Glamorgan? Yes.

34,437. What is the custom there between the incoming tenant and the outgoing tenant with respect to crops?—In West Glamorgan you have all pasture land—whole farms chiefly—and some grazing land in the valleys. There is no custom there beyond that the incoming tenant pays for any manure which the outgoing tenant is leaving; nothing more.

34,438. What is the custom with respect to the straw—the corn?—There is no corn. It is all grass—pasture.

34,439. How does the outgoing tenant dispose of the crops?—That is hay you refer to?

34,440. Yes?—He stays in the building till the 1st of May; he only gives up the land at Michaelmas.

34,441. I do not know whether a tenant is at liberty to sell the straw and the hay at the Michaelmas termination of the tenancy; we found that in Pembrokeshire they did so?—If it should happen that the tenant wants to go away altogether, and the incoming tenant is willing to buy his hay, then it is done.

34,442. At a valuation?—At a valuation.

34,443. He is obliged to submit to a valuation?—Yes.

34,444. That is better, I think, than the Pembrokeshire way. There they are allowed to sell by public auction the hay and the crops just harvested?—Yes. He is not allowed, so far as I know, to sell by public auction his hay.

34,445. You say the changes of tenancy are very few on the different estates that you are connected with. When do you find that the tenancies change oftenest; is it on bad times or on good times?—Well, it would be on bad times, I should think, but they are so few that I could not discriminate between good and bad times. It would be likely to be upon bad times that they would want to change, but the changes are so very few.

34,446. I daresay it may occur to you in this way, that many tenants hold on because stock is so low and they are reluctant to make auctions, whereas it would be quite different in good times; they would be prepared to make an auction knowing they would not suffer any loss by the sale of their stock. Is not that a reason for clinging to their holdings?—Yes, it would be a reason—that they would not like to leave when they would sell their stock at low prices; they would rather leave when markets were good and prices good.

34,447. Yes, so that really the fact that tenants do not change on bad times is not evidence that they are doing well?—Not conclusive evidence.

34,448. You say in your statement that no services are required from tenants beyond the haulage of materials for repairs of the holding and for improvements mutually agreed upon. What does the "improvements mutually agreed "upon" refer to?—That if there is a new building to be erected, or if there is some drainage to be done, then materials have to be hauled in the case of the building, and the pipes in the case of the draining.

34,449. Do you find that the scale of compensation that has been prepared by the Monmouthshire Chamber of Agriculture works satisfactorily between the incoming tenant and the outgoing tenant?—So far as I have had experience of it, it has worked satisfactorily.

34,450. And you would recommend it for general adoption?—Yes.

Mr. *Seebohm.*

34,451. You have stated, I think, that you have under your management several estates which, joined together, make up a total of about 15,000 acres?—Yes.

34,452. Would you tell us how many tenants there are on those estates—the total number of

Mr. *Seebohm*—continued.

tenants?—On the Clytha estate there are 21 farms, 12 small holdings——

34,453. I do not mean individually, but the total roughly?—You simply want the total upon the whole?

34,454. Yes?—95 farms, 36 small holdings, 159 cottages, but with reference to the cottages I must state that on one estate there are 89 cottages, and they are not for the purposes of the agricultural holdings so much as for mining population.

34,455. Then yours would be a good example of one single agent managing several small estates. Would you consider that by that means, by these small estates being placed under the management of a single man, the advantages which we are told exist on a large estate are pretty much secured. We have had it stated often that there are fewer grievances on the large estates than on the small ones, probably from the fact that the larger estates are well managed as a whole. My question is whether by placing several small estates under the management of a single agent, pretty much the same advantage may be gained as if they all belonged to one owner?—I should think so; to have one controlling mind over them all.

34,456. We have generally found, I think, that the grievances have arisen upon small estates which have recently been purchased. Would you in your experience go so far as that?—Well, that depends upon the management.

34,457. But the effect of a sale seems often to be to give rise to grievances particularly owing to defects probably in the compensation for improvements. If a sale is made upon estates where there are tenants who have made improvements, they do not always get what they think to be the proper compensation, and then the incoming purchaser practically buys those improvements, and the tendency is, I suppose, to raise rents, so that he may get interest for his money?—Yes, that has been so.

34,458. Do you say that that is a prolific source of such grievances as there are?—Not prolific in this district.

34,459. I gather from your evidence, that on well-managed estates you think that the least interference that there can be from outside is the best?—Yes.

34,460. That it is better to leave landlords and tenants to make their own bargains, and carry out their own arrangements?—Yes.

34,461. How would you deal with those cases of grievances which arise out of the sales in the manner we have just been speaking of. Have you any suggestion to make as to how that could be remedied?—I should not like to give an answer off-hand to that question. It requires some consideration in order to suggest anything.

34,462. Do you think it would be possible to deal with cases of that kind without interfering with the freedom of contract on the well-managed estates?—Yes, I think it might be possible.

34,463. I will put it in this way: do you think that where there are a number of landlords in the country who are managing their estates well, and upon whose estates there is very little injustice, and very little hardship—do you think that the public opinion of those landowners would have a very deterrent effect upon any single landowner who, for instance, would let his farm by tender?—I do not think it would have much effect upon small landowners. I mean upon the class I consider to be in your mind by the question. I do not think the public opinion of the larger landowners dealing justly and fairly would have much effect upon them.

34,464. You have not perhaps considered the question from that point of view; whether it would be possible to deal with that class of cases without interfering with the freedom of contract on the whole?—I have not considered that point.

34,465. It would be very valuable, I think, if the members of the Society of Surveyors would turn their minds in that direction?—Yes, I think so.

34,466. And give us some evidence upon it when we come to take their evidence in London?—Yes.

34,467. You follow the point?—Yes, I follow it quite.

34,468. There is a common phrase, that exceptions make bad laws, and if anyone holds the view that it is best not to interfere with the freedom of contract, it is certainly a very important point that the question should be considered whether the exceptions can be dealt with justly, without altering the law to the whole?—Yes, I quite see your point, and it is one which should be considered, and which you should have some evidence upon.

34,469. There is just one other question I want to ask you: have you had much experience in mountain farms?—Somewhat, not a very large experience; I have only had some experience of mountain farms.

Sir *John Llewelyn.*

34,470. Is not the Aberpergwm estate principally mountain farms?—Principally hill farms.

Mr. *Seebohm.*

34,471. Has such a question as this ever come before your notice, that where there are mountain runs for sheep, three or four large farms on the mountain practically get hold of the whole right of pasture, and the little people outside are gradually withdrawn from their rights of pasture?—Yes; that is to say that men with large farms, and with capital, monopolise, to a large extent, these privileges of common of pasture upon unenclosed land.

34,472. Have you had your notice drawn to a little Act that was passed very recently, since the Crofter's Act, dealing with the question in Scotland, and giving power for stinting the commons, and placing them under local legisla-

Mr. *Seebohm*—continued.

tion, so as to protect the interests of the smaller people?—I have not seen that Act, but from your question, I should think it would be a very valuable one for these mountain farms.

34,473. I have only one question about that to ask you, and that is, do you know of any instances where the smaller holders put their sheep together into one flock under one shepherd?—No, I do not.

34,474. I suppose the difficulty would be in the case of a small holder, if he had a small number of sheep, that he would not know how to manage them on the mountains?—Yes.

34,475. But if they combined, it might be possible in some way to protect their sheep from the usurpation by the greater holders?—Yes, it might be.

34,476. Do you know whether traditionally in those mountain districts, that was the original way in which sheep were managed?—No, I do not know.

Mr. *Grove.*

34,477. Mr. Graham, I think you said in your evidence in chief that rents vary very much?—Yes.

34,478. Is there much variation of rent where the quality of the land is about the same?—Situation and convenience of buildings would be considered in the question of fixing rent.

34,479. Yes, but suppose that the quality of the land is about the same, that the situation is much about the same in point of convenience, and that the buildings are about the same also; do you know of much variation then?—No, I do not.

34,480. Because in some cases we have had evidence of cases where there has been evidence of considerable variation in rent, even on two sides of the same road, or something of that sort.

34,481. You speak of abatements being made in some cases. Are those general with the estates which you manage?—The last two years' abatements and reductions have been made in special cases, not uniform—not general because they have been settled as being fair before.

34,482. It has been done just to meet special circumstances?—Yes.

34,483. When abatements are made, do you give notice to the tenant farmer that an abatement is to be made to him?—Yes.

34,484. What length of notice do you give?—I send circulars announcing the rent audit a month before, and with the circular goes a statement of the rent to be paid.

34,485. So that your tenants cannot say, as they have said in some cases, that they have been obliged to sell their stock at a disadvantage on purpose to get their rent paid, and then when they have gone to the rent audit they have not wanted all the money that they have provided?—No; they cannot say that.

34,486. You speak of permanent reductions. Are those permanent reductions still in existence to-day?—Yes.

Mr. *Grove*—continued.

34,487. They are permanent in that sense. Then being permanent reductions, they would allow the farmer to get a reduction on the assessment of his farm, would they not?—Yes, they always do; whenever any reduction is made by me the tenant gets a certificate, which he takes to the surveyor of taxes, or assistant-surveyor, and he gets his rates lowered—always.

34,488. How many years do you have to make an abatement to enable them to get that reduction?—They get it at once on the first year.

Lord *Kenyon.*

34,489. On one year's abatement do you mean?—Yes; on one year's abatement.

Mr. *Grove.*

34,490. Is that pretty general in this county?—In this county it is; the surveyors of taxes make the allowance.

34,491. You speak about a Land Court; you say it would break up the friendly relations?—Yes.

34,492. Must it do so necessarily? Could not a landlord and tenant put their heads together first and try and agree mutually upon a certain line of rent and condition, and make the Land Court simply available when they cannot agree upon the matter?—I think that where the landlord and tenant cannot agree, and are desirous of agreeing, the suggestion of Mr. Brynmor Jones is a very valuable one, that they should go and ask the county court judge to appoint a valuer to settle it. I think that is a very valuable suggestion; but if litigation begins, there is always that feeling of antagonism and of fighting that it is difficult to restrain, and I fear the establishment of what is called a Land Court.

34,493. But if there would be the most perfect freedom between the landlord and the tenant at the initiation of an agreement, to confer together, and to come to a mutual agreement without coming to any court, or going to any one outside themselves, would not that do away to some extent, with the objections which you would have?—If it was to be a friendly appeal that would be so; we sometimes hear of a friendly suit between parties; if it is to be a friendly suit it may be so.

34,494. Free of costs on both sides, I suppose?—Yes.

34,495. But whatever machinery is brought to bear, whether it is an appeal to the county court judge, to a Land Court, to referees, or whatever we may call it, I suppose you would still wish, in the first place, perfect freedom between the landlord and tenant to try and agree to matters?—Freedom of contract first.

34,496. On each of your estates have you a printed form of agreement?—Yes.

34,497. Do you put those in for us?—I have one here. [*The witness handed in a printed agreement.*]

Mr. *Grove*—continued.

34,498. This is applicable to one estate?—I use those for each estate.

34,499. Do you give a copy of that to each tenant?—Always.

34,500. Free of cost?—Yes.

34,501. Because we find in many cases that they say a tenant can have it if he asks for it. You give it, I suppose, without being asked for it?—Without being asked for it.

34,502. As a matter of course. When arable land is laid down to pasture you say the landlord finds the seeds?—Yes.

34,503. Does he do anything more than that?—Nothing more than provide the seeds.

34,504. Do you think that is a fair division of the matter; should he not do something towards giving a return for the labour expended?—Well, the labour is upon the crop of corn with which the seed is sown. It is not special labour for the seed. There is a crop of corn planted, and the permanent seeds are planted with that corn.

34,505. So that you think the landlord's fair share of that would be the cost of the seeds?—The cost of the seeds.

34,506. As to cottages, do you consider that the estates you manage are fairly well off for cottage accommodation?—They are fairly. In some instances there are some better cottages needed.

34,507. Do you think that the land is suffering from want of more labour upon it?—No, I do not think so in our district.

34,508. Are the hedges and the ditches fairly well attended to?—Yes, I think so.

34,509. I think you say that you do not consider the Agricultural Holdings Act of 1883 successful?—No, it is inoperative practically.

34,510. Have you had many claims from tenants when leaving under that Act?—Very few.

See 35,055, 36,158.

34,511. The Commissioners have had their attention called to a certain statement that appeared in the paper some long time ago, in which a tenant (I think I am right as to name) called Morgan, of Cefn Llech, in the parish of Llangibby?—Yes, Cefn Llech, in Llangibby parish. I know the farm.

34,512. Is that one you manage?—No.

34,513. You spoke of a scale that had been prepared by the Chamber of Agriculture of Monmouthshire?—Yes.

34,514. How far does that scale operate?—I have handed it in. It is for unexhausted improvements by a tenant leaving.

34,515. And over what area is that operative?—For the county.

34,516. Is it widely acted upon?—I can only speak of it as being acted upon by me when I have had occasion to use it. I have on some occasions been called in on estates which I do not manage, and I always use that.

34,517. Is it generally acceptable?—Yes, I think so. I have not heard any thing to the contrary. I had a hand in framing it. I was one of the committee who framed it.

34,518. Speaking of the appeal which you suggest might be made to the county court judge of the district, you suggest he should have power to fix the sum to be expended for improvements, and to state the yearly rate by which such charge shall be diminished and ultimately extinguished?—Yes.

Mr. *Grove*—continued.

34,519. That was the opinion of the Chamber of Agriculture?—No, that is my own opinion.

34,520. Do you consider, with all due respect to the county court judges, that they have sufficient knowledge of land questions in general to make them acceptable to landlords or to tenants?—I think that they would act upon evidence brought before them. They would give due weight to the evidence which came before them. I think they are the tribunal which is most at hand to settle such a thing—ready at hand.

34,521. Then do I understand that your opinion is that the county court judge himself should be the arbiter, or that he should name an agricultural expert who should be the final tribunal?—He should have power to name an agricultural expert if he desired it.

34,522. How do you suggest that such an expert should be paid?—In the discretion of the judge.

34,523. By whom?—In the discretion of the judge, he should say who should pay him, that is to say if the tenant went into the county court to have his appeal heard upon a question which he raised, that he would have to take evidence in support of it, and that the landlord would be heard in opposition to it if he desired, and then the judge should decide who should bear the costs.

Mr. *Brynmor Jones.*

34,524. What I rather suggest would be that some reasonable fee should be charged by the county court judge, and then the land valuer, whom the county court judge would probably name, would get a good many cases, and would be able to make that fee very reasonable. That was in my mind?—That some fee should be fixed—a scale.

34,525. Yes. The court itself should fix the fee, so that everybody might know it would be a certain amount?—Yes. When the Agricultural Holdings Act of 1875 passed, the judge of the county court in this district was Mr. John Maurice Herbert, and he came to me and asked me, if I would undertake to assist him in any cases which came before him.

Sir *John Llewelyn.*

34,526. Is not the expense one of the principal causes for making the Agricultural Holdings Act inoperative?—I think it is deterrent, and also the cumbrousness of it, if I may use that term; it is cumbrous; it is not simple and direct.

34,527. Have you ever been called in as an arbiter in the case of differences of opinion between the small landowners and their tenants?—I have.

Sir *John Llewelyn*—continued.

34,528. With regard to the larger tenants, I think you told us you have had no litigation in 40 years' experience?—Not on the estates which I have managed.

34,529. Have you known any litigation to take place between landlords and tenants?—Yes, I have.

34,530. Has that been upon the larger estates or upon the smaller estates?—Upon the smaller estates.

34,531. You say that you have been called in to arbitrate?—I have been called in on questions between them—outgoing and incoming.

34,532. Have you been successful in smoothing down the difficulties?—Well, I did what I could. I will not say whether I was successful or not, Sir John. I did what I could.

34,533. May I ask you whether your arbitration was accepted?—Yes, it was.

34,534. And on your own estate you have never failed to come to an amicable arrangement with the tenants?—I have always done so.

Mr. *Richard Jones.*

34,535. Which of these landlords supplied the entire horse for the use of his tenants, Mr. Graham?—Mr. Herbert, of Clytha, had horses.

34,536. On what terms?—Really I could not tell you.

Mr. *Griffiths.*

34,537. Do you know of any instances where an outgoing tenant has been paid for allowing seed to be sown in his corn crop. It is customary in this part of the country. In some places they are paid so much an acre for allowing the seed to be sown with the corn?—I do not know.

34,538. Have you any experience of that yourself?—That is to say, allowing an incoming tenant to sow the seed in the outgoing tenant's corn—that is what you refer to?

34,539. Yes?—Oh, yes, I have had some instances, but very very rare.

34,540. In our country they are paid?—They are not paid for it, but allowed to do it.

34,541. But they are paid so much per acre for allowing it?—No.

34,542. Are you a practical farmer yourself?—I have farmed a great deal. I am not farming now.

34,543. But you have farmed?—Yes, I have farmed.

34,544. You know very well that a man cannot grow as good a crop of corn where there is clover seed sown in the corn as he can otherwise?—Yes, I know that.

34,545. Do you not think it would be fair for him to be allowed so much per acre for allowing it to be done?—If his successor wanted to be allowed to plant seeds in his corn, he should pay him so much for it, certainly.

Mr. *Brynmor Jones.*

34,546. I see that in the agreement which you have put in, the proviso for re-entry upon bankruptcy or insolvency appears to be omitted. It is a very usual clause, and in another agreement which I have before me the words are these, that "If the tenant shall commit any act "of bankruptcy, or shall become insolvent, or "compromise with his creditors, then and from "thenceforth in either of the said cases the "tenancy shall be at an end." That is a very common clause. We have had contradictory evidence as to the effect of that. What do you think about the clause; do you think it is a fair and right one, having regard to the interests of all concerned in agriculture?—I do not think it is worth much in yearly tenancies.

34,547. It has been pressed upon us that it is highly advantageous to the tenant?—I do not think so.

34,548. On the other hand the Inspector General in Bankruptcy objects to it as being unfair to a large number of persons who are connected with agriculture, implement makers, and others who give credit to farmers?—Yes. You see on a yearly tenancy if a tenant should become bankrupt the trustee of his estate must elect to either give up the farm or go on with it. I do not think there is anything in it.

Lord *Kenyon.*

34,549. What is your opinion of the preferential claim of the landlord?—Preferential claim for rent?

34,550. Yes?—If the landlord had not a preferential claim for rent he would require security.

34,551. Do you think it is to the disadvantage of the tenant that he should have the preferential claim?—No, I do not think it is a disadvantage to the tenant.

34,552. Perhaps it is to the disadvantage of the tradesmen?—Yes, perhaps it may be in some instances.

34,553. Does it prevent the trader from giving sufficient credit, do you think?—I do not think so.

34,554. I have some questions to ask you which are handed up by Mr. Vincent. "With "reference to the appeal to the county court "judge, if your suggestions were adopted in "block, do you not think hardship might be "inflicted on a poor landowner?"—I do not think so.

34,555. That is with regard to the improvements, I take it?—Yes. I do not think there would be any hardship upon him.

34,556. "In such a case might not the land-"owner be entitled to borrow the necessary "money for compensation from the State?"—I see no objection to his having power to borrow the money, if he has security to give for it, certainly. The difficulty is security for the money.

34,557. Mr. Vincent asks: "You have valued "in many counties; is there any difference in "the 'conditions upon which land is held, "'occupied, and cultivated'; firstly, between "Monmouthshire and the rest of England"?—

Lord *Kenyon*—continued.

I could not answer that as to the rest of England. I have very little knowledge of England, except some little of Lincolnshire.

34,558. What does your experience tell you with regard to Lincolnshire?—Well, in Lincolnshire it is a Michaelmas entry.

34,559. Is there any other difference?—I do not think there is any other difference that I remember.

34,560. Mr. Vincent asks, "Secondly, between "Wales and England"?—I could not speak of Wales, because Wales embraces North and South, and I know nothing of Wales beyond Glamorganshire, Monmouthshire, and a part of Breconshire.

34,561. In those counties that you do know of, do you point to any difference?—In those cases that I do know of, I see no difference between them and England.

34,562. "Thirdly, between Wales and Monmouthshire"?—There is no difference between Wales and Monmouthshire, so far as I know Wales.

34,563. "Is there not, to your mind, a "difference in principle between the settle- "ment by a third party compulsorily of rent, "which is the price of occupation, and the "settlement by a third party of the mere ques- "tion whether a given improvement will be "beneficial?"—I do not see any difference in the principle.

Lord *Kenyon*—continued.

34,564. "What do you think is the origin of "the custom as to date of entry. Do not you "think it is most likely to be found in the "mutual convenience of the parties to the con- "tract?"—No doubt the origin of the custom was the convenience of the parties.

34,565. "Did you not speak on changes of "tenancy simply because the syllabus of the "Commission asks whether such changes have "become more or less frequent?"—I spoke of the changes of tenancy being few because I thought it would show that the relations between the landlord and the tenant, so far as my experience went, were friendly and good.

34,566. "Referring to the first question—if "the court gave right judgment as to the sug- "gested improvement, ought not the improve- "ment itself to afford sufficient security for the "advance from the State?"—That is a question for the person who lends the money.

34,567. For the State. The following question is by Mr. H. Morgan. "Is it not a fact "that the higher rate of wages which is caused "by the propinquity of mining districts is met "by the additional demand for smaller products "of farming, milk, butter, &c., in those dis- "tricts?"—I do not know. Not to that extent, I think. The sale of produce would be greatly benefited, and is benefited by the proximity of large mining populations, but I do not think it is sufficient to meet the cost of the extra labour.

The witness withdrew.

Mr. JOHN PRITCHARD called and examined.

Lord *Kenyon.*

34,568. You are Mr. John Pritchard, of Courtybella Farm?—Yes; but that is only where I live, as a workman. I am working in Newport.

See 35,451 –506, 36,534.

34,569. I beg pardon, you are not a farmer yourself?—No, I hold a small holding under the Duke of Beaufort, where my mother lives. I have made several applications to the Duke's agent to repair the house, and I cannot get anything at all done to it.

34,570. You are employed upon the railway, are you?—Yes.

34,571. Tell us about this small place. It is a place about 5 acres is it?—Yes.

34,572. And in a very bad state of repair?—Yes, it is in a very bad state of repair, in fact, it never was only one room down and one up, and it is nearly tumbling down.

34,573. What does the Duke say; why will he not repair it?—Well, it is only the agents, I have applied to

34,574. What do they say?—They say they cannot do it on the small rent.

34,575. What do you pay for it?—I paid 7*l.* previous to the tithe rent, but now they have added 1*l.* to cover the tithe. Originally we only paid 10*s.* to the parson, but now we pay 1*l.* to cover it all to the agent.

Lord *Kenyon*—continued.

34,576. You pay 1*l.* now, and you only paid 10*s.* before?—Yes.

Mr. *Brynmor Jones.*

34,577. You only paid 2*s.* 6*d.* formerly. There are receipts here, among the papers you have handed in, for over 100 years.

Lord *Kenyon.*

34,578. Has this place been in your family's holding ever since then?—Yes. That is the oldest receipt I have.

Mr. *Brynmor Jones.*

34,579. Now, it is 8*l.*, is it?—Yes. The 1*l.* was added 12 months ago to cover the tithe.

Lord *Kenyon.*

34,580. Does this receipt that I have here, of 1774, apply exactly to the same holding?—Yes.

34,581. And the same amount of land?—Yes. It may be a little more land now, as we have hedged in a little more, added a little off waste land, and broken old land up.

Lord *Kenyon*—continued.

34,582. Was this on the common before?—Indeed I could not tell you.

34,583. You do not know?—No. There are a lot of these little places around there, but nearly the whole of the houses have crumbled down and they have been added to other places, other farms.

34,584. I see here, there is nothing between 1770 and 1838. In 1838, the half year's rent was 3*l.* 10*s.* Was that the first year the rent was 7*l.*—That is the first receipt I can find. I could not say what it was before.

34,585. You do not think it was a piece of the waste that had been taken in?—Oh, decidedly, it was the waste.

Mr. *Brynmor Jones.*

34,586. Who built the house, according to the family tradition?—They built it themselves, or what they call a house, but it is only one room down, and one room up; in fact, the whole of them all round that quarter is the same.

Lord *Kenyon.*

34,587. You say they refused you a lease. You have applied for a lease, have you?—Yes, you have Major Lister's letter there.

34,588. This is dated 18th February 1894. "Dear Sir, you are quite secure in your tenancy without a lease, and you ought to do the repairs yourself."

Sir *John Llewelyn.*

34,589. Is it a thatched cottage?—Yes.

34,590. And is it the custom of the estate that the thatch is on the tenant?—Oh, yes, we have never had anything done only what we have done ourselves.

Lord *Kenyon.*

34,591. You wish to say also a word about the damages the foxes cause to the poultry?—Yes, we have a very good market adjoining our place for poultry, but we cannot go in for poultry farming because of the ravages of the foxes.

34,592. Have you any places to put the poultry in?—We have. We have got small places, but they have been known to take a lot of the poultry after we have let them out, especially if we let them out very early in the morning.

34,593. Is there any Poultry Fund in the country?—I have made an application to the Master of the Foxhounds, but he has never replied to my application.

34,594. They generally pay out of the Poultry Fund sometime in the spring, do they not?—Well, I have never heard talk of anyone ever receiving anything.

34,595. Perhaps there is not one. Then you say something about want of allotments on the lower side of Newport?—Yes. There is one thing I wish to say. There is such an enormous lot of men riding up here; they do damages to all the hedges, and the gates are all flung open, and they cause an enormous lot of damage. Every man seems to have a right to ride over the ground.

34,596. Of course there are two sides to that question. There is some advantage to be got out of the people who come and eat the hay and the corn in the country, although there is no doubt a lot of damage done.

Mr. *Brynmor Jones.*

34,597. But is there no compensation paid for any damage done?—I have never heard of any.

Mr. *Brynmor Jones.*

I think the witness is wrong about that.

Lord *Kenyon.*

34,598. I think you should apply?—I think people are rather afraid in that part of the country to apply for anything.

34,599. Of course I know nothing about this part of the world, but I do not think they are usually afraid to apply—in my part of the world—for compensation?—I know a man who had a small field of clover totally ruined 12 months ago; 61 horsemen drove right down the field. It being a dry summer last year, it never recovered, and it was 5*l.* or 6*l.* out of the poor man's pocket.

34,600. Did he ask for any compensation?—No, he did not ask for any compensation.

34,601. What a pity he did not, because he was not likely to get it if he did not ask for it. My experience with regard to that sort of thing is that if a man asks for compensation, generally speaking if it is a clover crop or corn, the answer he gets is, "I will "come and see it in the time of harvest, and see "what the damage is, and pay you accordingly?"—I never heard of anything.

34,602. I should only recommend you to apply. I do not see how you can possibly expect to get compensation if you do not apply for it.

Mr. *Brynmor Jones.*

34,603. I have the impression that there is a fund?—We have never heard of one.

Lord *Kenyon.*

You cannot hear of it if you do not apply for it. I think nowadays there is hardly a hunt in the country that has not got some sort of Poultry Fund. I cannot conceive how they could be carried on unless there is one.

Mr. *Brynmor Jones.*

34,604. Who is the master of the foxhounds?—Mr. Robertson Williams, I think.

Mr. *Brynmor Jones*—continued.

34,605. He is the master, is he?—I believe so.

34,606. You do not seem very sure of it?—No, I am not very sure of it.

Sir *John Llewelyn.*

34,607. What is the date of the rise in the rent from 7*l.* to 8*l.*?—Well, the first receipt I can find there is in 1838. You have the receipt there.

34,608. As long back as 1838? I have a receipt here in 1838 at 3*l.* 10*s.* for the half year. That is 7*l.* a year?—The rise from 7*l.* to 8*l.* was a twelvemonth last November. That was to cover the tithe; you have the receipt there.

34,609. Have you anything to show that that was with the object of covering the tithe?—Yes, the agent told me.

34,610. But did you say to him that the tithe had been—how much do you say?—About 10*s.* up to this.

34,611. Did you say that?—Yes, I asked him if he could not make it 10*s.*; he said no; he would have to make it a sovereign to cover the lot, as it was originally 16*s.* 4*d.*, and he had no reason to believe why it should not go back to 16*s.* 4*d* again.

34,612. What inquiries have you made as to the existence of a poultry fund?—None whatever. I have not made any inquiries; only I saw it once in the "Western Mail" that there was one, and I made an application, but I never heard anything more of it; in fact they laugh at the idea of your being compensated about my home; there never was such a thing heard of.

Lord *Kenyon.*

34,613. Who does the laughing?—They laugh at anyone talking about it.

34,614. Who is "they"; who are the laughers?—Well, my neighbours round about.

Sir *John Llewelyn.*

34,615. Are there a great many foxes there?—Yes; there are lots of foxes. It is a very woody country all round that part.

34,616. Who put up the protection against the foxes? Did you put it up yourself?—We lock them up in the stable or the barn or any other place we have. We used to let them out in the trees, till recently the foxes have made such raids we cannot let them out.

Sir *John Llewelyn.*

It is a grievance that is usually provided against, as far as my experience goes.

Mr. *Griffiths.*

34,617. Would you kindly tell me how many acres is your holding?—I never had it measured that I know of. It is about five acres; but it is generally covered with trees that we have planted on it ourselves.

Mr. *Griffiths*—continued.

34,618. You say the cottages around you have only two rooms—cottages such as yours?—Yes, that is the general run of them. There are only two rooms. They are houses that have been rudely put up some hundred years ago, and they are in the same condition now that they were then, those that have not fallen down.

34,619. Have you a family?—I have a family I may say in Newport, but it is my mother that lives at this place, and I look after her, and maintain her.

34,620. Do you know of any large families in these cottages with only two bedrooms?—Yes, there have been very large families.

34,621. How large do you know of?—The next neighbour to me had seven sons, but they have been all grown up and distributed about. One of the sons is married, and lives there still.

34,622. And only one room or two to sleep in?—Only one room; it is open like a barn from one end to the other.

34,623. And they all sleep in the same room?—They all sleep in the same room, without they divide it with a bit of canvas, or sacks, or anything of that description. The next neighbour to me has had five grown-up daughters, all living in the same place, in the same room. They have nearly grown up, and married away from there now.

34,624. Do you know of sons and daughters grown up altogether, and obliged to sleep in the same room?—Yes, that would be so; they would have no other place.

34,625. Has it ever been pointed out to the sanitary inspector? Have you such a man in your neighbourhood?—Yes, there is one, but I do not know that it has ever been pointed out. People do not wish to be disturbed.

34,626. You have had no cases of trapping or poisoning foxes in your country?—No, they would be afraid to do that.

34,627. Do you know of any other neighbours that have suffered as you have by the foxes?—Yes; they are all generally around there suffering the same.

Mr. *Brynmor Jones.*

34,628. This seems to be one of the cases to which Mr. Graham referred, of the payment of a cot rent for a small holding?—Yes, it is the payment of a cot rent.

34,629. You say, so far as you know, the rent was raised to 7*l.* as far back as 1838?—According to that notice; that is all I have to go by.

34,630. Did your father live on this place before you?—Yes; my grandfather handed it over to me.

34,631. Your grandfather?—Yes, to look after my mother; it was my mother's farm.

34,632. Have you asked for a lease?—Yes, I have made application for a lease.

34,633. But the answer you got was what Major Lister has written here, that you are quite secure in your tenancy?—Yes.

Mr. *Brynmor Jones*—continued.

34,634. Have you ever heard of any one of these cottars being turned out from his holding?—No; they are never disturbed that I know of.

34,635. Did you say anything about allotments?—Yes. We are very bad off in the bottom end of Newport for allotments; we cannot possibly get allotments.

34,636. I want to finish with this little bit of property. How far from Newport is this small holding of yours?—This small holding is about nine miles.

34,637. In what parish?—In the top end of Llanbaddoc parish—right the top end.

34,638. Who has been in the habit of making the repairs on these small holdings?—The tenants themselves make repairs.

34,639. You have never heard of the Duke's agent setting about it?—Yes, they have helped one or two tenants, so far as helping them goes. One man had his place burned down, and I think they assisted him. In fact, Mr. Verrinder, the late agent, before he died, offered to assist me to do them, but I did not wish to take it on unless I got a lease.

34,640. In a Report about Monmouthshire and the condition of the labouring population, that was published in the year 1867, the Commissioner says, that he knew of about 800 of these small holdings and he then describes the rent as being practically a quit rent, very small, and he says the conditions of the tenancy were really somewhat peculiar; he noticed them as a class; but what strikes me about your case is that the rent is very nearly a rack rent; it is about what the place is worth, I suppose, is it not?—Yes, it is about what it is worth in the present day, with the present price of fruit, and that.

34,641. So that if you make repairs what you are afraid of is that you might get a notice to quit?—Yes; Mr. Verrinder, the late agent, told me some two years ago that it was impossible for him to repair and rebuild the house as it was in such a state, and he could not lay out a lot of money. He sent a man there to look at it, and he said it was impossible for him to do it at such a low rent.

34,642. I should advise you to look at the Small Holdings Act?—I have gone through it; there seems to be nothing there to affect me whatever. It is all at the option of his Grace—whether his Grace would sell the place out—and if he will not lease it, certainly he will not sell it.

34,643. I do not know that. However, I think we see your point now; and you think there are a great many of the tenants in much the same condition?—Yes.

34,644. You were going to say something about allotments near Newport?—Yes, down the lower end of the town; there is not I suppose about half enough allotments there. In fact, they are transferring them to one another now, at from 1*l.* to 3*l.* for 13 or 14 years' purchase; that is, the goodwill of their ground.

34,645. Of course now you will soon be able to take advantage of the Local Government Act, 1893-94?—We cannot do anything with that.

Mr. *Brynmor Jones.*

Oh; yes. If there is a general desire as you express it, the parish council will be able to take the matter in hand now. They may even hire land for allotments.

Lord *Kenyon.*

34,646. Two questions are handed up by Mr. Vincent: "Would you be willing to pay more rent if the Duke kept your cottage in repair?"—Yes; we would be willing to pay about 3 or 3½ per cent. on the outlay. That is for myself. I am not expressing the views of my neighbours at all.

34,647. Did you tell the agent so?—No; I did not tell the agent.

34,648. You simply asked him?—I simply asked him; and he did not give me an offer of that.

Mr. *Brynmor Jones.*

I do not know whether you will come under the Act, but there is an Act of Parliament, the Housing of the Poor Act, which contains a clause which is a distinct innovation, and which is very little known; that in the case of property coming within the Act, the landlord cannot recover if the premises are unfit for human habitation, or very much out of repair; but I doubt very much whether it would apply to an agricultural holding of this kind, these 5 acres of yours. It seems to me to come under a different head altogether. This is an agricultural holding.

Sir *John Llewelyn.*

34,649. May I ask one question upon this matter. Do you look upon this letter as quite sufficient to give you compensation for any improvements that you might make upon the place in case of disturbance?—Yes; I thought of acting on it, and taking it as my security.

34,650. Do you think it is also sufficient to give you security of tenure?—Well, no; it is hardly sufficient.

34,651. I suppose that would be rather a legal question; but I wanted to know what your opinion is.

Mr. *Brynmor Jones.*

It is a nominal security. You would hardly think that the agent would turn round after writing a letter of this kind if this gentleman did the repairs. Indeed, the equitable point would arise, that the landlord having stood by and allowed a letter of that kind to be written, he is stopped from objecting.

Sir *John Llewelyn.*

34,652. I should like to know, Mr. Pritchard, what your opinion upon that matter is?—I thought about acting on it, and repairing the house myself, so as to enable my wife to come there and look after my mother; she is very very old.

Lord *Kenyon.*

34,653. I should think you are quite secure under that letter, under the Duke of Beaufort?—Thank you.

Mr. *Brynmor Jones.*

You had better write to Major Lister and tell him that you are going to do so, acting on his letter.

Lord *Kenyon.*

34,654. Mr. Vincent's second question is: "Was it any connexion of yours who claimed "for a brood of turkeys, because, if foxes had "not been preserved, she might have liked to "breed them?"—Indeed, I do not understand the question at all.

34,655. At any rate you did not claim for anything; you have not claimed at all, you tell me?—No.

The witness withdrew.

Mr. JOHN LAWRENCE called and examined.

Lord *Kenyon.*

See above and 33,534.

34,656. You are the master of hounds?—The Llangibby hounds.

34,657. You have a poultry fund?—Yes.

34,658. Would you mind telling us what that fund amounts to—what you pay in claims?—I really cannot tell you the aggregate, but I can tell you this, that, as a rule, we never refuse an application.

34,659. If you think there is a fair claim you always give compensation?—Always—invariably.

34,660. Do you have claims made on you for damage done to crops?—No, certainly not. We have no game in the district.

34,661. I mean damage to crops by riding over them?—For foxing?

34,662. No; damaging crops by people riding over them—clover, wheat, or any damage of that sort?—Well, we have occasional complaints, but they are very rare indeed. Our hunt is principally upon sufferance. We ride over the whole country, and I can say myself—I have been the master of hounds now for more than 50 years—I have never had one single solitary objection to our hunting in my life.

34,663. Do many farmers hunt with you?—Yes, very many indeed; there are no people that I am so fond of seeing as farmers with the hunt.

Lord *Kenyon*—continued.

Mr. *Griffiths.*

34,664. Have you no one who takes care to see that the hunters do not ride over the clovers?—I have known horses ridden over clover, and it has been a subject of great annoyance—it invariably is, I believe, to the master of hounds—and, as a rule, masters invariably complain to the field if they do ride over clovers. I think there is nothing that is more objectionable myself than to ride over clover if it is possible to avoid it.

34,665. Quite so; but what I ask you is, have you no one appointed to look after that?—No.

Lord *Kenyon.*

34,666. You, as master, do that yourself?—Certainly, always; and several of the field—some of our most constant attendants—invariably warn the field from riding over clover.

34,667. You do not hunt your own hounds, do you?—No.

34,668. Then you have more opportunity of looking after the field?—Certainly.

The witness withdrew.

Mr. CHARLES JAMES PARKES called and examined.

Lord *Kenyon.*

See 5914-6041, 34,708, 35,306.

34,669. You are steward of the manor of Wentsland and Bryngwyn?—Yes—Wentsland and Bryngwyn; it is one manor.

34,670. And you have acted as deputy steward and steward for the last 50 years?—Yes.

34,671. You have seen the evidence of Mr. Hughes?—I have.

34,672. Do you agree with that evidence?—No, I think he is mistaken in some points. I have endeavoured to point that out in the statement I have sent to the Commission.

34,673. Will you proceed with what you have to say?—I have here a copy of the statement which I sent for the information of the Commission. Shall I read it to you?

34,674. If you please?—"I have read the "evidence of Mr. John Hughes given before "the Commission. By the custom of this "manor the fines are arbitrary and are assessed "at two years' improved annual value, which "is the proper limit for an arbitrary fine as "laid down in the case of *Morgan* v. *Scuda-"more.* The fines are payable both on descent "and on alienation. The custom of the manor "as to fines was found by a decree of the Court "of Chancery in the reign of James I., made in "a suit wherein certain copyholders of the "manor on behalf of themselves and of all the "customary tenants of the manor were plain-"tiffs and the then Lord Edward Morgan was "defendant, one of the questions raised in the "suit by the copyholders being whether the "lord could take arbitrary fines on descent or "on surrender. The defendant, the lord of the "manor, was ordered to bring the Court Rolls

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

" into Court for examination by one of the " masters, who reported that the fines upon " admittance either upon descent or surrender " were arbitrable, and it was accordingly decreed " that according to the custom the lord is " entitled upon every admittance either upon " descent or surrender to a fine of two and a " half years' full value of the copyhold which " in accordance with the ruling in *Morgan* v. " *Scudamore* is now assessed at two years' full " value. Mr. Hughes asserted in his evidence " that this decree did not apply to admittances " on descent. I have already explained to him " both by letter and in conversation that the " decree applied to admittances on descent as " well as on surrender, and it is open to him to " satisfy himself on this point by reference to " the decree in the Record Office. Mr. Hughes " further stated that his mother Mrs. Ann " Hughes (before her marriage Ann Williams, " spinster) according to the official copy paid " no fine on her admission in 1839 as devisee of " her father, Daniel Williams, of Penlasgarn, " gentleman, deceased, but in making this state- " ment Mr. Hughes was evidently not aware " that as regards descent the custom of this " manor assimilates to gavelkind, and that on the " decease of a copyholder intestate his copyholds " descend to all the sons equally, and in default " of sons to the daughters in like manner. The " late Daniel Williams left a son and several " daughters him surviving, and by his will " devised his copyhold known as Pistill Gwyn " to his daughter Ann who therefore took as " devisee and not as customary heir, and had " her father died intestate all his copyholds in " this manor would have devolved upon his " said only son as customary heir to the exclu- " sion of the daughters, and though it is the " fact that no mention appears on the Court " Rolls or on the official copy of the payment " of any fine by Mrs. Hughes on her admission, " yet I have particulars in my possession which " show that the then deputy steward did charge " a fine of 20*l.* on the admission, but that he " omitted to enter it on the Court Rolls or to " account for it to the lords."

34,675. Have you got the proof of that with you?—The proof I have is a copy of the bill furnished by the then deputy steward to the then Miss Williams.

34,676. Have you got that with you?—I have it here: " The fine of 20*l.* may have repre- " sented the then two years' value of the " property inasmuch as the surface apart from " its value for tipping purposes is of small " account, but the property has recently become " valuable for tipping as well as for wayleave " and waterleave purposes, and it is now let by " Mr. Hughes to the Ebbw Vale Company at a " minimum rent of 250*l.* a year. I informed " Mr. Hughes when he applied to me to be " admitted that the fine according to the custom " would be assessed at two years' improved " annual value, viz., 500*l.*, but for the reasons " stated in his evidence he objected to pay this " fine and questioned the lord's right to demand

Lord *Kenyon*—continued.

" it. I informed him that I was willing to " leave the amount of the fine open and to " admit him on his agreeing to pay such sum " as should finally be found to be due, but he " still refuses to come in and be admitted. The " question as to the amount of the fine the lord " can claim, and whether it is reasonable or " unreasonable is a question of law and depends " upon custom, and is not one which can be " determined by this Commission."

Sir *John Llewelyn.*

34,677. Is this called the manor of Wentsland?—Wentsland and Bryngwyn; it is one manor.

Mr. *Seebohm.*

34,678. Is it the manor that was mentioned by Mr. Hughes as being held by a large number of people; he said that the lordship of the manor had got divided into a great number?—Yes, it has. It became divided under will. The last owner of a moiety, Frances Fettiplace, devised one-half of that moiety to six people, viz., one-half to one, and one-fifth each to five others, and by a subsequent private act of partition between them and the owners of the other moiety, the entirety is now held in the same proportions, viz., one-half to one and one-tenth each to five others.

Lord *Kenyon.*

34,679. Mr. Hughes refuses to go to law with you?—I will not say he refuses. I quite understand that he has no wish whatever to be antagonistic, he simply protests against what he thinks is wrong on the part of the lords of the manor. I quite admit this, that if he understood our claim is what we say it is, and what we are prepared we hope to prove, he would submit to it, I am quite sure. This is a copy made by myself, although it is a very long time ago. That was the then deputy steward's account to Miss Ann Williams.

Mr. *Brynmor Jones.*

34,680. 500*l.* is what Mr. Hughes says you claim?—That is so at present. I am only handing in a copy of the account which I have already referred to in my answer. The then deputy steward did claim a fine from Miss Williams, who was devisee.

34,681. But let us get at the facts first. Do you admit that you have demanded a fine of 500*l.*?—Oh, yes.

34,682. Two years' full value?—Yes, we have ascertained that value from Mr. Hughes himself. It is fixed by a lease at a minimum rent of 250*l.*, and I was instructed upon that by our professional advisers to claim 500*l.*, that is two years' value.

34,683. You contest the point then that he made, that it was not usual to charge any fine at all for the ordinary admittance on descent?—We object to it entirely, and we are fortified

Mr. *Brynmor Jones*—continued.

with a decree to which I have referred in my answer.

34,684. Is that the decree of the time of James I.; is that the one you are thinking of?—Yes.

34,685. The decree of Lord Chancellor Bacon in the time of James I.?—It was made by him. He was Lord Chancellor.

Sir *John Llewelyn.*

34,686. You drew this up yourself in 1839?—I simply copied it. I obtained the original because we had a very serious question with the then deputy steward, and amongst many others I obtained a copy of this account.

Mr. *Brynmor Jones.*

34,687. Is that decision of Lord Chancellor Bacon of 1619 reported in any of the ordinary authorised reports?—Well, I really cannot tell you that. I have not ascertained it; I should assume it would be.

34,688. Have you got the record of the proceedings in your office?—I have a copy of the decree present with me.

34,689. I do not think we ought to ask you for any of your documents inasmuch as the point between you is a purely legal question as far as I can understand it now in the light of your evidence?—I thank you very much, because that is precisely what the professional advisers instructed me would be the proper course.

34,690. I do not think it would be fair to call upon you to show any document when litigation may arise, and the plaintiff might get discovery only upon conditions, and so forth. I am sure from what we saw of Mr. Hughes that he would not wish to urge us to do anything of the sort?—I do not think Mr. Hughes would ask anything that he felt was unfair or unjust.

34,691. It seems a pity now that this matter has been threshed out before us that you cannot decide the matter. It seems to be a difficult point of law in regard to copyholds, that is what it is?—I do not know whether you have happened to notice that I have offered to admit Mr. Hughes, leaving the question of the fine blank, and leaving it for us to establish to what fine we are entitled.

34,692. I will tell you what strikes me—you must take me not as giving a legal opinion at all, but simply a *primâ facie* impression that I have formed *quâ* Commissioner?—Thank you very much, it is very good of you to go that far.

34,693. Are you quite certain that there is not a distinction between admission on descent and admission on alienation, and that the decision of Lord Chancellor Bacon carries more than the admission on alienation; by sale I mean?—We are satisfied for this reason, that we have the rolls prior to the decree and subsequently.

Mr. *Brynmor Jones*—continued.

34,694. This seemed to be a customary freehold too, did it not?—A customary freehold.

34,695. You do not think there is any distinction between that and the strict copyhold of the manor?—These are only copyhold of inheritance; I do not know whether it would be right to use the term "customary freehold." You will put me right there; but copyhold of inheritance descending from father to son.

34,696. We used the term because we found the tenant had been working the minerals?—Yes, undoubtedly.

34,697. That looked like it, did it not?—I will tell you what we contend there. We meet that in this way. Unfortunately this decree was lost sight of, the stewards were frequently changed years ago. At the time we are speaking of, and when that seems to have been overlooked, they were non-resident in the manor, and there was no one present to take any active part in it.

34,698. Then your 500*l.* is made up by taking into account the mineral value of the property?—Yes, we say that the income is derived from the copyhold, whether it be from minerals, whether it be from wayleave or from waterleave. We know from Mr. Hughes himself that an income of 250*l.* is produced from that property.

34,699. Is this the very inheritance in question—is this the very parcel of the manor in question, this document of 1839?—That is a copyhold in this manor.

34,700. But does it apply to this parcel of the manor?—Yes, to Wentsland.

34,701. But does it apply to Mr. Hughes' property?—That does, yes. That is the bill to Mr. Hughes's mother or the lady who subsequently became his mother; she was unmarried at that time.

34,702. "Instructions for your admission as "devisee of your late father's will to copyhold "premises in"—somewhere?—I think it is Cwmnantddu.

34,703. Then, "Fees of surrender to uses of "your father's will payable to the steward "stipulated by Act of Parliament, 53rd George "III. cap. 192, sec. 2, on admission of a devisee "in cases when no surrender had been made to "uses of a will by a testator in his lifetime, "four guineas." Then, "Fines payable on that "surrender . . . . by the custom, two "years' improved value, 20*l.*" Then the heriot, and then the chief rent. Has Mr. Hughes seen this?—(Mr. *John Hughes.*) No.

Lord *Kenyon.*

34,704. I fancy the point between you and Mr. Hughes was this, was it not? Mr. Hughes' contention was that it was not usual to charge a fine on the customary freehold, and your contention is that it was?—Yes.

Mr. *Brynmor Jones.*

Then the question of amount is also in dispute. Mr. Hughes contends that the two

Mr. *Brynmor Jones*—continued.

years' improved value must relate to the superficial or pastoral or agricultural value, whereas the steward says, on the true construction of the decree, it must be two years' full value of the property for whatever it is used.

Lord *Kenyon.*

Yes. Mr. Hughes contends that it is merely a temporary high value. It appears to be rather a legal matter. I do not know whether we need go further into it now. I do not know whether Mr. Hughes wishes to carry it any further.

Mr. *John Hughes.*

I should like to make one statement.

Lord *Kenyon.*

Very well, we will finish first with Mr. Parkes.

Mr. *Seebohm.*

34,705. I should like to ask a question before this case leaves us. It seems to me that in these cases of very increased value accruing owing to minerals, the copyhold system is a very unhappy one. I should like to ask whether you consider it would be a wise thing to have compulsory enfranchisement to get rid of all these difficulties which arise under copyhold tenure?—We have directed our attention to it so far as thought goes, and I have consulted our professional advisers, but we know that if we were to require compulsory enfranchisement, it would be looked upon with very great distaste, and would put very many to very serious inconvenience. We should have no objection—I believe it to be to the interest of the lords and ladies of this manor to require enfranchisement, but they hesitate to do so, because they would not occasion inconvenience or annoyance to others. Can I help the Commission any further?

Lord *Kenyon.*

34,706. If you wish to say any more after Mr. Hughes has given evidence we should be glad to hear you?—No, I do not desire to add to what I have already placed in your possession. I am quite ready to answer any questions you desire to put to me.

34,707. We are very much obliged to you and to Mr. Hughes for coming, and we can form our own opinion of the value of copyhold property at the present day. I do not see that we can go any further into the matter?—I may say, perhaps, this—I do not know whether it is relevant to this incident: Not long since, precisely under similar circumstances, on the admission of a devisee, I required and received nearly 4,000*l.*—on the admission of a solitary devisee. That copyholder was a very important copyholder, a man of large means, and he had his own legal advisers. A question was submitted to those advisers, and by them to counsel, the result being that they accepted our claim and paid it. It has nothing to do with this, but I think it is due perhaps to my clients that I should tell you that. That is no solitary instance.

The witness withdrew.

Mr. John Hughes re-called and further examined.

Lord *Kenyon.*

34,708. You have heard Mr. Parkes's evidence. Do you wish to add anything to what you said to us in London?—Yes. We have just heard from Mr. Parkes that according to his account my mother paid 20*l.* for admission. We have no information whatever that that payment was in the form of a fine, or was a payment to the steward for performing the duties of admission, but assuming it is a fine for the sake of argument——

34,709. If you will allow me I will read this, if Mr. Parkes has no objection?

Mr. *Parkes.*

Not the slightest.

Lord *Kenyon.*

This is the lower half of this bill: "Dues to "the lords and ladies; fine"—then in brackets —"payable on surrender to uses of will pro- "vided for by the said Act of Parliament on "admission of devisee"—that is the end of the brackets—"by the custom two years' improved "value, 20*l.*" The heading is: "Dues to the "lords and ladies"; then it proceeds, "Fine by "the custom two years' improved value?"—No, I take it that that is only the agricultural value.

34,710. I cannot form any opinion of that from this document?—Because here is my mother's pass-book at the time showing that large sums of money were being paid by mineral companies at that particular period. Therefore, it must refer only to the surface value, and this is very important because it does not take into consideration the right of the lords of the manor to the minerals.

Mr. *Brynmor Jones.*

34,711. Your point is the minerals were being worked in 1839 at the time?—That time, yes.

34,712. And that even then the improved value if it is to include the mineral value at all must have been more than 10*l.* a year?—Much more than that. I have entries in the pass-book which will show that.

Lord *Kenyon.*

(To Mr. *Parkes.*) Are these pencil notes copied from the same document? There are two or three little pencil notes here?

Mr. *Parkes.*

I really cannot tell you at this moment. Perhaps you will allow me just to see them. [*The document was handed to Mr. Parkes.*] There is a note in pencil, I cannot say by whom, which says, "2 years' rent of surface." Of course this was before I acted.

Mr. *Brynmor Jones.*

What Lord Kenyon has pointed out is very important: "2 years' rent of surface" is put in the margin.

Mr. *Parkes.*

Yes, my interpretation of that is this, that there was no mineral right; if there was it did not come to our knowledge, but that account is made out by the late Charles Herbert Croft, who was deputy steward under my late father at that time. I am in no way responsible for that, nor can I explain it. He had to act as deputy steward on the information that came before him.

[*The document was handed to Mr. Hughes.*]

Witness.

Of course this is a statement put in by Mr. Parkes. I should not like to recognise this as establishing the custom in any way, because in the decree which I have here—I have a copy of the decree of Lord Bacon with me now which was obtained from the Court in London; it distinctly says that in order to establish the custom, the rolls of the Court have to be produced, and the fines have to be shown, so that although this is put in, I do not take this as evidence that that is the custom. But as I say, even if it is, it only shows that the surface was taken into consideration, not the minerals. Therefore to ask for 500*l.* now is not what can be borne out by the customs.

Witness—continued.

Lord *Kenyon.*

Thank you. I think you will see that we cannot go any further into the matter.

Mr. *Parkes.*

My Lord, I should not wish to be misunderstood. I do not put this in as showing the custom. My only motive is to show that, although Mr. Hughes states his mother paid no fine, it is a fact that the fine was required. I need not tell you that she took as a devisee, which is a very different thing to a customary heir, and as there was no previous surrender by Daniel Williams to the uses of his will, she could only come in as devisee, and a devisee in law is, I believe, a purchaser.

Witness.

Then I take it that if I am the customary heir, and my contention is right that no fine is payable on admission, I may come in without payment of any fine at all, although my mother did.

The witness withdrew.

Adjourned for a short time.

Mr. HARRY SAMUEL WILLIAMS called and examined.

Lord *Kenyon.*

34,713. Where do you live?—6, Heathfield, Swansea.

34,714. I believe in 1877 you retired from practice as a solicitor in London?—Yes.

34,715. And since then you have lived on your own private means?—Yes.

34,716. Will you kindly give us your statement?—As trustee of the will of my grandfather, James Jenkins, I have had to look after property whereof part is in Monmouthshire, which part is let to tenants and now consists of the Upper Argoed Farm (Shire Newton) containing 122a. 3r. 39p. (I may as well mention that while I was in practice as a solicitor, I happened to be concerned for one of the shares of the manor that Mr. Parkes has been speaking about; it was a tenth share.) The Monmouthshire property now consists of the Upper Argoed Farm (Shire Newton) containing 122a. 3r. 39p., and secondly an allotment on Rogiet Moor formerly made in respect of the said farm 7a. 2r. 23p., and three fields in the neighbourhood of Chepstow containing together about

Lord *Kenyon*—continued.

13 acres. The Rogiet allotment has been prejudicially affected by the drainage for the Severn Tunnel, which has deprived it of water, rendering fencing and other work necessary. There is a good deal of that land; you see it as you go by rail, which, as it used to be, was divided off from other lands by ditches called "reens" which are full of water, that is they were full of water, but in the case of our land—ours is situated in Rogiet parish, about a mile from the Severn Tunnel Junction—the ditches do not hold water at all well; they only hold water in wet weather so that we have had to fence. The consequence of the drainage for the Severn Tunnel was that the reens, that is the ditches, which used to contain water, are now usually dry, and also the land got very much cracked. There used at one time to be cracks about a foot wide and about as deep as 10 feet, which we have had filled up, otherwise it would be dangerous for cattle. The only point I want to mention about that is this, that the Great Western Railway Company have

Lord *Kenyon*—continued.

somehow or other got the water that we used to have, and if they could make it easier for us to take a supply from them, it would be better for the district. As I understand, the tenant informs us we could only have it on setting up a meter, and laying down pipes to join their pipes, all at our own expense, and then buying water by the quantity. That would be a good deal of expense for a small piece of land. If they could manage to let us have it at so much an acre a year, or something like that, it would be better. The tenant offered us a higher rent if we could get water, but we did not see our way to do what was required according to the Great Western Railway Company's plan. I was told that Lord Tredegar has done it, but then he has a large piece of land. But most of this moor here (it is flat land) is cut up into small pieces of land because it was given as allotments for land near. That is what I wanted to mention about that allotment. It is reduced in rent. It used to be more than 2*l.* an acre, now it is about 1*l.* an acre.

The next thing I wanted to mention was about the tithe. The tithe on the Upper Argoed Farm is greatly in excess of one-tenth the annual value of land, being in fact nearly one-fifth thereof. I read a report of the Tithe Commissioners a long time ago, although I cannot remember it, but my impression is that they recommended as terms for tithe redemption a certain number of years' purchase on the tithe as it was. I should venture to suggest that in the case of these lands where it is substantially more than one-tenth there might be easier terms than those. For instance, I should suggest for one thing that land might be given instead of the tithe. It is desirable to get rid of this tithe rentcharge where it is as much as that. It is like an incumbrance on the property, and I should suggest that if one-tenth of the value were paid, it ought to be enough as regards the surplus beyond the one-tenth to buy out, as it were, the interest of the existing incumbent.

34,717. Do I understand you to say that the tithe is now upon the present rental one-fifth?—Yes.

34,718. In fact your rent there has depreciated 50 per cent., or was it one-fifth of what it was before?—I should say it has depreciated, but that goes back to longer memory than I can carry it. That is before I know what the rent was. In 1879 it was 135*l.*; that was including the farm-house. The whole farm was 135*l.*, and it was reduced between then and 1886, when we had the management, down to 115*l.* When we took the management we reduced it to 103*l.* 10*s.* 0*d.*, that is one-tenth off, but as a matter of fact we have not had that paid. For instance, last year we allowed the tenant (that is, as to the rent up to August) 10*l.* off that, so that we only got 93*l.* 10*s.* 0*d.* I should say out of that you ought to deduct the value of the farm-house and the farm building, because the tithes are not paid on that to any amount, but on the land. If you deduct that (30*l.*) you then bring it down to 63*l.* 10*s.* 0*d.*, and our tithe which was paid for that year, which was 12*l.* 8*s.* 3*d.*, is about one-fifth.

34,719. Do you consider the annual value of the house as much as 30*l.*?—There are considerable outbuildings—with the outbuildings I think so.

34,720. You have something to say about land tax?—Yes, that is simply this, that it is desirable to make the redemption of land tax easier. Now as to this estate—my grandfather's estate—I have mentioned where the Monmouthshire part is, and there is some of it in Gloucestershire the other side of the Severn, by Old Passage. In order to redeem the land tax on this estate I had three commissioners to apply to under the Act of George. One has either to go to them to sign the request to redeem, or one has to employ an agent to do it. If one employs an agent that generally means expense. I would suggest that it should be arranged that the request for the redemption of the land tax be sent to one British town so that the applicant need not go about from one place to another.

I venture to suggest that the County Court Act should be amended as regards very small towns, such as Chepstow, where there is only one firm of solicitors that can practice in such Court, the other firm containing officers of the Court, and therefore not allowed to practice there. In such case the plaintiff (if wealthy) usually retains this one practising firm, leaving the defendant to defend in person or at considerable expense and inconvenience to bring a solicitor there. It is submitted that in such cases the defendant should have power by giving notice to have the case heard at Newport (12 miles from Shire Newton, which is in the district of the Chepstow County Court) or other large town where both parties may have solicitors. What I should submit is that it is not quite fair for a plaintiff to sue in a town where the County Court is, and to employ the only solicitor there; that when both parties mean to appear in person then a small town like Chepstow would do very well, but when anyone employs a solicitor he increases the expense much more than would be the amount of the travelling expenses to the nearest large town such as this—that therefore in that case it would be fairer that the defendant should have the power by giving notice to have the case heard at the nearest large town where there is a choice of solicitors.

Care should also be taken of the points of view attractive to tourists, that is in order to bring money into the country. I consider South Wales is not well enough known as a tourist country; for example, I think there ought to be a prevention of such a drawback as the barbed wire fence lately placed on the Allt overlooking Llangorse Lake, Breconshire; it is a hill between Llangorse Lake and the Usk Valley, and it gives a very pretty view. It is known as such. But within a few years I was told it was done by a gentleman, Mr. Crawshay Bailey, who took the shooting; there has been a barbed wire fence put round the top.

Sir *John Llewelyn.*

34,721. Not Mr. Crawshay Bailey, I think Mr. Crawshay?—Most likely Sir John knows. I can only say what I was told as to who did it. I know the fence is there, but as to who put it I do not know.

34,722. I do not think it was Mr. Crawshay Bailey?—I cannot answer for that, that is second hand, but I know I found the fence there, and it makes it more difficult to get to the top. There is a fence, and also a wall which you have to climb over before you get to the top. I do not know whether it would be approved, but there is a mention of it in the Guide to Brecon.

34,723. I do not want to interrupt you at all, but I do not suppose you say of your own knowledge that it was Mr. Crawshay Bailey?—No, I do not say that, I thought I said I was told so.

34,724. I do not think it is Mr. Crawshay Bailey?—I do not know of my own knowledge. There is a mention of it in the guide; if more information is wanted I can leave you the guide book.

Lord *Kenyon.*

34,725. That is all your statement?—Yes.

34,726. Have you made any complaint to the Great Western Railway Company?—Only the tenant did that—that is we have not done it direct yet.

34,727. It seems to me that your complaint lies against them for damage they have done you for taking away the water on the farm?—I have been informed that other people have tried that on, and they were told it was no use; they were told they allowed the Act to be got for the Severn Tunnel, and the company had power to drain the land in the neighbourhood, to prevent the water getting into the works. I was told that the people interested ought to have watched that Act, and got their interests protected.

34,728. Beforehand?—Yes.

34,729. Of course you are much more likely to know than I am, but at the same time you have had to reduce your rent in consequence of the lack of water?—Well, it is partly in consequence of the lack of water, and partly in consequence of the land getting so much cracked.

Sir *John Llewelyn.*

34,730. I do not suppose the Great Western Railway Company wishes to take away your water, but that it wishes to dry its own tunnel?—Yes, that is so no doubt.

34,731. Are you aware what quantity of water they have to contend with?—I know it is a serious matter. I am quite aware the Severn Tunnel is a very serious matter in the matter of cost, but I only wanted to have said something about their facilitating our getting water now.

34,732. Are you surprised to hear they pump out about 17 million gallons a day?—No, I am not surprised to hear that.

34,733. Or that it costs them 10,000*l.* a year to do it?—I am not surprised.

Sir *John Llewelyn*—continued.

34,734. Have you approached them?—No, we have been told that others have done it, but we have not done it ourselves.

34,735. You have not approached them, because you speak of it in this way, that it would be better for the holdings if the Great Western Railway Company, who have the water, would supply it for cattle on reasonable terms?—Well, without requiring the expense of a meter, that is what I mean.

34,736. On reasonable terms?—Yes.

34,737. Have you approached them with regard to what you call reasonable terms?—We have only done it through the tenant. We have not done it ourselves.

34,738. Have you had any answer; are you able to supply us with any information about it?—What I have put is what he told us, that what they did was to require each owner not only to lay on the pipes, but also to have his own meter by which they could measure the quantity of water, and I was told also that they did not give a pledge as to the length of time the arrangement would last.

Mr. *Brynmor Jones.*

34,739. Do you complain of the existing law in regard to the rights to water—of the general law with regard to the subtraction of water—by doing something on one's own land?—Was the question, do I complain of it?

34,740. Yes?—No, I am not aware that I do.

Sir *John Llewelyn.*

34,741. With regard to the tithe, which you speak of as being so excessive, coming to about one-fifth instead of one-tenth of the annual value, can you give any reason for that?—Well, no doubt to some extent it is, that the value of the property has decreased, and it is very likely to decrease further.

34,742. At the time of the tithe commutation was it corn-growing land?—Some of it is that. I have a list. In fact the greater part is arable, but it is high up. It is like the hill farms which have not kept up their values as well as the farms on the lower land. (*The list was handed in.*)

34,743 Can you tell us about the year 1836, which was the time of the tithe commutation, I think, what was the rent of the land?—No, I cannot say.

34,744. Was it approximately double what it is now?—That is before I knew it. That is before it belonged to my grandfather, who bought it in 1844. In 1847, which was the time of his death, the rent was about 130*l.*

34,745. And now?—As I say, 103*l.* 10*s.* 0*d.* is the stated rent, but we have made allowances off that.

34,746. You cannot go back to the value of the land at the time of the tithe commutation?—No, I cannot.

Mr. *Brynmor Jones*

34,747. Do you know there is a long series of cases in the books about the subtraction of

Mr. *Brynmor Jones*—continued.

water. My question was directed to those cases. The point of distinction in the cases seems to turn upon the question whether the act complained of has subtracted water that has run in a defined channel either on the surface of the land or underneath the surface of the land. Do you say the action of the Great Western Railway has directly interfered with subterranean channels of water?—I am afraid that is rather a difficult question. Where it has hurt us most is by causing the land to crack so much that it no longer holds the water it used to hold; it has made the soil much more permeable to water. Now in the winter the ditches still have a great deal of water in them, but they do not hold it for any length of time.

Mr *Brynmor Jones*—continued.

Lord *Kenyon.*

34,748. Mr. Vincent asks you this question: "Have you not heard frequent complaints of "inequality of assessment of the tithe rent-"charge, particularly where land at the time "of commutation was in the hands of careless "trustees?"—I cannot say that I have heard that; I think it is very likely they are to be heard of, but I cannot say that I have heard them. I know that there is a great deal of difference.

34,749. You know that a great deal of difference exists?—Yes.

The witness withdrew.

Mr. Charles Rowlands called and examined.

Lord *Kenyon.*

34,750. Where do you live?—At Began Mill Farm, St. Mellons.

34,751. Are you a tenant on the Cefn Mably estate?—Yes.

34,752. You farm 92 acres?—Yes.

34,753. You are satisfied with the agent on the estate, Mr. Rooney?—Yes.

34,754. Has he been there long?—A number of years now.

34,755. What is the date of entry on that estate?—February 2nd.

34,756. Are they mostly yearly tenancies?—Yes.

34,757. Are there any leases applied for?—No.

34,758. The farms descend from father to son?—Yes.

34,759. Do you know of any case of disturbance?—No, not at all.

34,760. Do you know of any complaints amongst the tenants?—Not at all.

34,761. You say tenants give up land without notice. Is that for planting?—Yes.

34,762. Have you heard of compensation for timber cutting, or anything of that sort?—Yes.

34,763. It is always given?—Always.

34,764. And satisfactory compensation?—Yes.

34,765. What is your rent?—101*l.* a year.

34,766. Are you satisfied with that?—Yes.

34,767. Have you had any abatements?—Yes.

34,768. This year?—Yes.

34,769. How much?—10 per cent.

34,770. Has it been going on for any length of time?—Yes, a number of years now.

34,771. Is your rent much the same as that of your neighbour?—Yes.

34,772. From 1*l.* an acre upwards?—From 1*l.* to 28*s.*

34,773. Are you required to do anything in the way of service? Are any services required of the tenants?—On the buildings?

34,774. In haulage or anything of that sort?—No

34,775. Have you a copy of your agreement?—No.

34,776. Have you signed an agreement?—No.

34,777. I mean to say an agreement as to the erms of your tenancy?—Well, I have had the farm now this many years; I had it left me after my mother and father.

Lord *Kenyon*—continued.

34,778. You have no agreement in fact?—No, not any.

34,779. Have the farms on this estate been re-valued at all?—No, not lately, not to my knowledge.

34,780. When are the rents paid?—August and January.

34,781. There is about five or six months' credit?—Six months.

34,782. What charges are there? Do you pay the rates?—The farmers.

34,783. And the land tax?—Yes.

34,784. And I suppose the landlord pays the income tax?—Yes.

34,785. Have the rates altered much? Have they risen?—No, about the same.

34,786. And the average size of farms?—From 50 acres to 150.

34,787. They vary considerably?—Yes.

34,788. Do you know of many farms being consolidated into one?—Not any to my knowledge.

34,789. Do you know any case of sub-letting?—No.

34,790. What is the class of farming about here?—Half arable and half pasture.

34,791. Mixed farming?—Yes.

34,792. Is there any dairy farming?—No, half and half like.

34,793. They make a little butter?—Yes.

34,794. Do you think the cultivation satisfactory?—Yes.

34,795. Do they pay any attention to new methods, do you think?—No, not to my knowledge.

34,796. They go on in the same way as they have always done?—Yes.

34,797. What about labour, is that scarce?—No, it is easy enough to get men.

34,798. Do you have to pay higher wages than you used to?—No, about the same.

34,799. What do you generally pay?—From 2*s.* to 2*s.* 6*d.* a day.

Lord *Kenyon*—continued.

34,800. On the man's own finding?—That is according to what sort of a man he is.

34,801. Are the fences and so on well looked after, do you think?—Yes.

34,802. About the improvements, who does any improvements?—The landlord.

34,803. In the way of buildings?—Yes.

34,804. And do the tenants do the haulage?—Yes.

34,805. Do they complain of that at all?—No, not at all.

34,806. They are willing to do the haulage if they get the buildings, is that it?—Yes.

34,807. Have they compensation if they leave?—Oh, yes, they are allowed anything that is fair.

34,808. Do you know the Agricultural Holdings Act at all?—No, I cannot say that I do.

34,809. Now about game, is there any difficulty about that?—No.

34,810. Have you much game on your farm?—We have a few, but we are allowed to shoot the hares and rabbits.

34,811. According to the Act?—Yes.

34,812. Do the game do any damage do you think?—No, very little.

34,813. There is no excess of game preserving about you perhaps?—There is some in the covers around.

34,814. Do they preserve many pheasants there?—A few.

34,815. They do not turn out many?—No, not many.

34,816. Has there been any instruction in butter-making, or anything of that sort?—Yes, a little in St. Mellons.

34,817. What has been the attendance at those lectures? Has it been satisfactory?—Yes.

34,818. Do you think they have done any good?—I suppose they have.

34,819. Does the butter sell for anything more than it did?—I cannot say.

34,820. Do the farmers insure their crops?—Yes.

34,821. And they work very hard, I suppose?—Yes.

34,822. Have you any children working with you?—Two daughters.

34,823. I suppose you do not pay them any wages?—No.

34,824. You are very glad of their help though, I dare say?—Yes.

34,825. What about the cottage accommodation?—That is fairly good.

34,826. You think in this county that landlords and tenants are pretty friendly?—Yes, I consider that if all the landlords were like Mr. Kemys Tynte and Lord Tredegar we should not require this Land Commission at all.

34,827. Perhaps you do not think it is required at all as it is?—I cannot say.

34,828. We have heard a great deal of a Land Court. Do you think that would do any good or harm?—I cannot answer for that, because I am in a very quiet neighbourhood.

Sir *John Llewelyn.*

34,829. Have you had any difficulty in settling any questions between yourself and your landlord?—No, never.

34,830. Mr. Rooney, I suppose, comes round and sees your farm?—Yes.

34,831. There is no difficulty in settling any questions with him?—No, none.

34,832. Have you done any improvements upon your farm in buildings?—No, not lately, only repairs; of course we get repairs.

34,833. Who does the repairs?—The landlord. We get it whenever we ask for it.

Mr. *Grove.*

34,834. I think we gather from you that there is not much damage by game in your part?—No, not the least.

34,835. Does that apply to all the tenants on the estate?—Yes.

34,836. Is there much more damage on other people's farms than on yours?—No, I do not believe there is.

34,837. Do you know whether any tenants have claimed any compensation for damage done by game?—I cannot say.

34,838. Not that you have heard?—Not to my knowledge.

34,839. The abatement is made to you every six months, is it, in the rent?—Yes.

34,840. Is any notice given of the abatement beforehand?—Sometimes.

34,841. Not always?—Not always.

34,842. When the notice is given, what length of notice is given to you—about a month, or two months?—About a month I fancy.

34,843. Have you had the assessment of the poor rate reduced because of those abatements, so that the rates are a little bit less than they were?—Well, I cannot say. I did not take particular notice of that.

34,844. Are the farm buildings kept up in good condition?—Yes, very good.

34,845. Has there been a butter school near to you?—Yes.

34,846. What was the nearest point the County Council went to?—About 1¼ miles from our place.

34,847. Did you go to the operations there?—No; I have not been there myself.

34,848. Did you hear they were fairly satisfactory?—Yes.

34,849. Do you think they would be good things if people would attend?—Well, I do not know. I should think so.

34,850. Is there any farmer you know of at all in your part who uses a separator?—No, I think not.

Mr. *Richard Jones.*

34,851. Do you keep farm accounts?—No.

34,852. Do you find that the cost of production is greater now than it was some years ago?—No, I find it is about the same.

34,853. The labour bill you do not find much difference in?—No. I have been all my lifetime under Mr. Kemys Tynte there, and I do not find much difference.

Mr. *Richard Jones*—continued.

34,854. I suppose you find that stock and produce are a great deal lower than they have been?—Well, stock is lower.

34,855. How much should you say?—I cannot say.

34,856. How much per cent.?—I cannot say how much.

34,857. You are not prepared to answer?—No.

34,858. Do you think it is 20 per cent.?—Well, I should think it is about nearly half.

34,859. Nearly half what?—About half the price that they used to be.

34,860. That is 50 per cent. Do you think that stock and produce have gone down 50 per cent.?—Well, they have been very cheap this last year.

Mr. *Richard Jones*—continued.

34,861. Very well, we will say 50 per cent. Your landlord makes you an abatement of 10 per cent. Do you consider that adequate?—Yes.

34,862. You are satisfied with that?—Yes, I am satisfied with that.

Mr. *Griffiths.*

34,863. What kind of cottages have you on the farm? How many rooms are there in the cottages?—Do you mean the cottages outside on the farm?

34,864. Cottages for labourers on the farm?—We have a cottage on my farm that has two rooms up, and three down. That is a good large cottage.

The witness withdrew.

Mr. THOMAS COLBORNE called and examined.

Lord *Kenyon.*

34,865. Are you Mr. Thomas Colborne, of Victoria Chambers, Newport?—That is my official address, I am residing in Wiltshire.

34,866. Are you a solicitor?—I was for a good many years.

34,867. You have represented the Monmouthshire Chamber of Agriculture on the Council of the Associated Chambers of Agriculture?—Yes, from 1881 to 1891. I was put on more for the purpose of representing the legal questions affecting agriculture.

34,868. Will you continue with your statement?—Then I took an active part at the request of the Chamber in the consideration of the Agricultural Holdings Act, 1883; elaborate notes were prepared, and I think an epitome of the Act was afterwards prepared and circulated with the annual report of the Chamber, so that the whole of the members of the Chamber should become thoroughly acquainted with the provisions of the Act.

34,869. Does this little pamphlet embody what you consider may be amendments to the Act?—Those were considered before the Act was passed, when it was in the shape of a Bill. It was considered by the Chamber, and certain resolutions were passed which you will find at the end, and Mr. Henry Williams, who was the co-delegate with me, attended the meeting of the Council of the Associated Chamber in London, and I think there were two days' discussion. I may say this, I had nothing to do with the preparation of that schedule which Mr. Graham spoke to, because it was a technical question, and that was more within the province of the gentlemen who were well up in the agricultural questions.

34,870 Would you proceed with your statement?—Yes. Then I may say this, that I am an owner of about 200 acres of land within a few miles of Newport in Monmouthshire, and of a similar quantity in Sussex. My view was, (with all deference) with regard to the arrangements between the landlord and tenant, that they are about on the same par in Monmouthshire as in the other parts of England.

Lord *Kenyon*—continued.

34,871. You did not observe much difference?—No, except this, that unfortunately the land in Sussex is in the stiff weald, and the land in Monmouthshire is pasture land. Also the land in Sussex bears a very extraordinary proportion of tithe rentcharge in proportion to the actual present value as compared with the pasture lands. I should say that the tithe rentcharge in Sussex was certainly 25 per cent., if not 30 per cent., of the actual present letting value; that is in the Weald of Sussex.

Sir *John Llewelyn.*

34,872. Do you give any reason for that?—Simply this, that, I suppose, when the tithe rent apportionment was passed, it was good corn-growing land, and unfortunately, as you know, corn growing is not at a profit. But I do not complain of that. That is to say, it is a burthen which unfortunately I have taken with the land, and I have to accept it as if there had been any other rentcharge on it.

34,873. It was subject to that rentcharge that you bought the land?—When I had unfortunately to take over the land; it was not exactly a voluntary purchase.

Then there is a point that I especially wish to call the attention of the Commission to, and that is this, that in some of the small holdings the proportion of cost or value of the buildings is very heavy as compared with the actual return from the farm and the land. I went into it, and I found, both in Sussex and in Monmouthshire, that when you set aside a fair rent or interest on the cost of the farmhouse and buildings you have practically nothing, or very little left for the land, and it struck me that that was a very important question when you speak of cutting up the land into small holdings. I have just spent on a holding,—the rent of which is, I think, about 30*l.* a year,—in doing up the farmhouse

Sir *John Llewelyn*—continued.

something like two years' rent. Economically I might have been better off if I had thrown the land into the adjoining farm.

I should say that in both cases the tenant has the exclusive right of shooting; but there is no question of game grievance. I do not think there is much game on my land in Monmouthshire. It is too near the works.

Then there were two questions which I wished to refer to. I took an active part, as representing the Chamber, on the question of the railway rates, and I daresay your Lordship remembers the clause that was introduced by Lord Jersey, I think, in the passage of the Act of 1888, by which there should be no preference given to imported produce as against home produce. It is the second subdivision of section 27 of the Railway and Canal Traffic Act, 1888, and is as follows: "Provided that no rail-" way company shall make, nor shall the Court, or " the Commissioners, sanction any difference in " the tolls, rates, or charges made for, or any diffe-" rence in the treatment of, home and foreign " merchandise, in respect of the same or similar " services." I took a very active part in the Council of the Associated Chambers of Agriculture, and with regard to that I think the Blue Book came out showing that the rate, say, on imported produce, going from Bristol to London would be nearly double the rate of the home produce. Also, subject to correction, I think there is a provision that the charge for the intermediate distance should not be more, that is to say, if you have produce going from Bath to London that you should not charge more for it than if it is going from Bristol to London. I am not sure that those provisions are sufficiently protective; in fact at one of the meetings of the Council I moved a resolution that the Board of Agriculture should really watch (although it looked like watching another Minister) this question on behalf of the agricultural interest. Therefore I do think that more attention should be given to that question—that it is not protection, but merely placing home produce on a fair basis of equal treatment.

Mr. *Brynmor Jones.*

34,874. Do you think that any of the maximum charges for farm produce on our railways can be described as unreasonable? The controversy is now rather on the question of whether a maximum charge can be unreasonable. It used to be always assumed that so long as a railway company did not charge more than the maximum rate or toll and only charged a fair allowance for the terminals that it could not be unreasonable?—I have an idea that in some of the Acts which were mentioned the railway companies may charge reasonable rates not exceeding such and such a scale.

34,875. It is a matter of controversy at the present time?—Yes. I may say that I took an active part for the Monmouthshire freighters. I was before Lord Balfour of Burleigh and Sir Courtenay Boyle's Committee, and also before the Duke of Richmond's Committee, and I felt that there was so much uncertainty under this new scale of rates that I considered the great thing simply with three or four lines was to take the Monmouthshire freighters out of the new scale altogether and leave them to the evils which they knew of instead of meeting evils as to which we were quite uncertain what the result would be.

Mr. *Brynmor Jones*—continued.

Sir *John Llewelyn.*

34,876. Have you heard any complaints from traders where the maximum has been reduced?—No, I have not.

34,877. Only where it has been raised, I suppose?—Yes.

Mr. *Brynmor Jones.*

34,878. Do you have classifications in Monmouthshire?—No new classification. So far as the freighters on the old Monmouthshire Railway and Canal Company are concerned they were simply taken out of the new Act and left exactly as they were. They had fought their old position in 1848 before Sir Robert Peel, and with all their grievances they preferred that to going into the unknown. But I know this, that when the question arose before Lord Balfour of Burleigh and Sir Courtenay Boyle, Sir Courtenay Boyle impressed it upon me to tell the freighters that these are maximum rates, but it does not at all follow that those are the actual rates. That I think was the impression; but still there is power to charge them provided they are reasonable.

34,879. There is a recent report of a Select Committee on the question?—Yes, but we shall have to see what that results in. There was only one other point, my Lord, that occurred to me and that was this—whether greater facilities might not be given to the agricultural interest and especially for the country produce in communicating with the producer. I was struck in Germany the other day in seeing in one of their daily papers, which had a circulation of about 12,500 at Wiesbaden, that they advertised from somebody in Hungary that you had only to fill in a little post card with the price of what you wanted, be it a turkey, or so many fowls, or so many ducks, and it was sent to you carriage paid, delivered by the post, and you had to pay the post. Now any facility like that which brought the small producers of poultry, vegetables and fruit into more direct communication with the large consumers in the town would be very beneficial. It would require trouble and it may involve probable sacrifice of rates on the part of the railway company or the post office; but that is what is being done at the present moment in Germany.

Lord *Kenyon.*

34,880. I know of a case of a friend of mine in the Midlands who has got the local papers to advertise the names of any farmers who have hay or straw or oats or anything of that sort

Lord *Kenyon*—continued.

to sell, thereby bringing them into communication with those who wish to buy?—But you see in Germany you can pay through the post. It is delivered to you and the postman takes the payment for it; there is no question of bad debt or selling on credit.

Mr. *Brynmor Jones.*

34,881. So it could be done here if the parcel comes within the existing regulations. How do you suggest the advertisements could be given?—It is not so much with regard to the advertisements (I leave that to the parties themselves), as with regard to facilities for sending them at a cheaper rate, either through the railway or by the post—the extension of parcel delivery at a cheap rate.

34,882. I live in London and no doubt it would be very convenient in my establishment if we could send a post card to a farmer and he would send us up a couple of fowls by parcels post. As a matter of fact I did know formerly, but I do not know at the present time, a single person to whom I could send in South Wales with any hope of getting back the fowls with any certainty; I do know a farmer in Gloucestershire. But what suggestion do you make upon that? The Post Office regulations seem satisfactory here now. If we only knew the farmer who would do it, or the small holder who would do it, one might possibly give him an occasional order?—Then upon the question with regard to the proportion of the rent which the cost of the building represents, it struck me that that should be calculated upon a more complete scale, either that we should have a return made showing the valuation—I was going to say universal—of the farm buildings, so that you saw not merely in an isolated case, but generally what the proportion of the rent was which was borne by the land, and what proportion by the buildings.

34,883. Before we go to that might I pursue your instance about the parcels post in Germany. If I follow your instance properly it was this, that the Government were willing to accept payment by the consignee?—Yes, they do through the post.

34,884. Whereas here the sender has, when he sends his parcel, to pay for the stamp?—Yes. But in Germany that is not confined to agricultural produce; if you send for anything they send it by the post.

Lord *Kenyon.*

33,885. And the consignee undertakes to pay it?—Yes. I was going on to the question of what proportion of the rent represents the buildings and what proportion the land, because that would show, probably, what a high proportion of tithe, or land tax, or other charge, the land itself bore, as apart from the buildings and the farm-house and the cottage.

34,886. What would be the object of that return. With what object would you have that return made?—It would at once show what charge was upon the land *per se*, as apart from houses, and houses are houses, whether they are in the country or in the towns; because I do not think it is realised in some cases what an enormous proportion of cost there is upon the land *per se* apart from the buildings.

34,887. I fully agree with you. How would you arrive at the cost of the buildings?—In my case I take the insurance, and I find that, taking the proportion in the case of Sussex, the proportion of land tax and tithe rentcharge was outrageous upon the rent of the land itself; in fact, that the rent of the land vanished with an abatement of 10 per cent., so that there was nothing left in respect of the rent upon the land.

34,888. We had a witness just now who said that he considered the rent of his farm buildings was equivalent to about 30*l.* a year, or 20 per cent. upon the whole rental?—In the case I referred to it was more like 60 per cent. upon the buildings at the least.

34,889. Is there anything more in your statement that you wish to refer to?—I think not.

34,890. You desire to draw our attention to a resolution of the County Council of Monmouthshire?—That is simply because it was passed, and you were sitting in Monmouthshire, and I thought it was only courteous to draw your attention to it.

34,891. It is a resolution of the Monmouthshire County Council, of the 15th March 1893, and is as follows:—"That in the opinion of this "council the present condition of agriculture in "Wales and Monmouthshire calls for a Land "Bill which will include fixity of tenure, fair "rents, destruction of game, compensation for "improvements, and a Land Court"?—I thought it was fair to call that to your attention so that you would then have the opportunity of the advocates for that resolution showing you how that would improve either the state of agriculture or the relation of landlord and tenant.

Lord *Kenyon.*

Has that been passed or is it in actual progress?

Mr. *Grove.*

I suppose it has been passed; it is dated March 1893, is it not?

Lord *Kenyon.*

Yes. I thought I saw it on your agenda paper for to-day.

Mr. *Griffiths.*

I think they are going to repeat it.

The *Witness.*

I have not quoted that as concurring.

Lord *Kenyon.*

34,892. What is your opinion as to that—perhaps you would rather not say?—I think you should let the landlords and the tenants alone to weather the storm in the best way they can.

Lord *Kenyon*—continued.

34,893. Mr. Brynmor Jones conceives that you put it in with approbation?—No, I think not.

34,894. I think we should have an expression of opinion from you?—My opinion is this, that you should follow exactly the line of my friend, Mr. Graham, namely, that the less you disturb the friendly relationship between landlord and tenant and leave them to settle their arrangements in the best way they can, the better you will promote the interests of agriculture.

34,895. Do you conceive that such a thing as a Land Court would disturb the relations?—I should think it was a sword hung over one, and I might say this, that probably I might get better terms from the Land Court, being rather a weak man myself, than the tenant would; probably I should get better treatment if I said, "No, let the Land Court decide." I do not think I should get any worse terms than those I should be inclined to give, because I go to very considerable expense. So far as any repairs are concerned they all come upon me. So far as any laying down of land—which we do not do here but in Sussex—is concerned, I provide the seeds and also the manure afterwards.

34,896. Do you think it would curtail the landlord's expenditure upon his estate?—I do. I do not think there would be the same description of a voluntary concession, which I prefer to a compulsory concession.

34,897. We have been told that a Land Court would only affect a bad landlord. You think it would disturb the relations of all landlords with their tenants?—I do think so. I think it would be a sword hanging over them, and one does not like that.

34,898. You think it would have a disquieting influence?—Yes.

34,899. Do you think in your experience that the landowners in Monmouthshire have tried to meet their tenants in bad times?—We consider that in the case of some of our landlords, notably Lord Tredegar, we have some of the finest specimens of landlords in the kingdom.

34,900. How does it happen that the Monmouthshire County Council passed this sort of resolution then?—Perhaps some gentleman who favoured that resolution will explain that to you, probably at Blackwood.

34,901. But that is the expression of the County Council, is it not, as a body?—Certainly. Probably it was on a division; I daresay it was on a division.

Mr. *Grove.*

34,902. You have put it in, therefore you should explain it?—I may say this, and I think the Chairman of the County Council will correct me if I am wrong, that it brought forward from the tenants of Lord Tredegar in the Blackwood district a strong remonstrance addressed to the County Council to the effect that the tenants of Lord Tredegar by no means concurred in the passing of this resolution.

Lord *Kenyon.*

34,903. Although they sent their representative to attend the meeting they did not support his action in that respect?—He may not have been their representative.

Lord *Kenyon.*

But at any rate their representative may have voted for it.

Mr. *Brynmor Jones.*

34,904. It does not appear that the County Council are afraid, because they are repeating their action as I understand it. It is put down on the agenda paper again, is it not?—That I do not know. I am not on the County Council, but I put it in this way, that upon calling your attention to that resolution you might have the opportunity of ascertaining on what grounds any suggestion was made, especially in the county of Monmouthshire.

34,905. I want to ask you one or two questions on the Agricultural Holdings Act. Have you any professional experience under the Agricultural Holdings Act, 1883?—No, I have not.

34,906. What is your opinion with regard to the requirement of notice of the claim by the tenant and notice of counterclaim by the landlord as conditions precedent to the right to any compensation on either side whatsoever?—I concur in what Mr. Graham said that those notices, whatever reasonable period you prescribe, should be given before the expiration of the tenancy, so that there should be an opportunity of investigating it.

34,907. It is part perhaps of the present re-action against technicalities of all kinds, but it seems to me rather hard on either the landlord or tenant that they should be deprived of a right simply because they omit on a given day to give notice?—I take the equitable side; I certainly should advocate any fair arrangement by which that lapse on proper terms should be put right.

34,908. But you see the point I am making?—I do.

34,909. I have known in fact one or two cases, one case being where the landlord lost all claim simply because he had not given his notice in time?—I am always in favour of the arbitrator having the power on proper terms to put that right, and that should be subject to such regulations and conditions as the arbitrator in the particular case chooses to put.

34,910. Then as I understand your proposition it is this, without giving up the necessity for requirement of such notice you would give the arbitrator or give the County Court the power of relieving against the failure to give such notice upon fair terms?—Certainly. On that Agricultural Holdings Act I think there was one question raised, that is the important question, namely, that it did not provide, if I remember right, for compensation for the manure value of home-grown produce, that is to say, if the farmer instead of selling his corn used it

Mr. *Brynmor Jones*—continued.

upon the farm, it did not entitle him to compensation—it was not purchased.

34,911. Clause 22 in Part 3 of the First Schedule is: "Application to land of purchased artificial " or other purchased manure." You would like to strike out the word "purchased" in the second part?—I am only telling you that that was the point that was discussed, and the only point that I ever heard raised under the Act in our Chamber. I think it is worthy of consideration. I am not sufficiently versed in the technicalities to tell you whether it was right or wrong.

Mr. *Richard Jones.*

34,912. Do you think that there are any farmers who need some sort of protection against bad landlords?—Yes; I suppose there are landlords and landlords, and tenants and tenants.

34,913. Then you think that it is better that those tenants should suffer than that there should be any interference generally between landlord and tenant?—No; what I think is what Mr. Seebohm referred to; I look upon the force of opinion—the conduct of the large landlords, like Lord Tredegar, as having an influence, and I think that if it became known that a landlord was dealing hardly with his tenant, that should have a higher force than any legislature—the force of public opinion.

34,914. You think it best to rely then upon the moral opinion of the country generally?—Rather than have a general Act for one exceptional case.

Mr. *Grove.*

34,915. You say, Mr. Colborne, that you have about 200 acres in Monmouthshire. Could you tell us what rent you get for that?—It is divided into different holdings.

34,916. What would be the average per acre about?—If you take out the buildings the average is very little.

34,917. We want to deal with that as farming land if you could separate it?—Yes, I think I have it here. One farm is 112 acres, and the rent, exclusive of the tithe (which I have added on, 75 per cent.), is 85*l.* It was reduced just at the time I purchased it from 100*l.* to 85*l.*, and the previous tenant paid 125*l.*, so that between 1879–80 and the present time it has been reduced from 125*l.* to 85*l.* Then I have allowed for the last year and a half an abatement of 10 per cent. There are two or three other small tenancies grouped together of about 56 acres. They are let sub-divided; one is let at 38*l.*, the other at 30*l.*; and then a cottage at 5*l.* 4*s.* Then taking the value of the buildings on those, as insured, at 700*l.*, the 56 acres produce a net rent of 18*l.*, or about 1½ per cent. upon the value of the land as apart from the buildings.

34,918. That is what you spoke of before?—Yes.

Mr. *Grove*—continued.

34,919. You said that where you took a fair charge for the cost of buildings, very little was left?—Very little indeed was left.

34,920. What rate of interest could you take for a calculation of that sort?—For the houses and buildings, taking them on the amounts they are insured for, I should put 5 per cent. subject to insurance.

34,921. I think you spoke of your land in Sussex where the tithe is very high?—Yes.

34,922. Did you say it was about 7 per cent. letting value; is that what we understand?—I think it is.

34,923. It is a matter of a little interest for us to get that?—I will tell you in one moment. I think it is more than that; I think that on the last half-year's rent of 200 acres the rent was 63*l.*, and I accepted 50*l.*, and 20*l.* of that 50*l.* represented land tax and tithe rentcharge, leaving nothing whatever for the land apart from the buildings.

34,924. You have given us a very interesting statement as to the distribution of small farm produce, poultry, butter, eggs, and so on, through the medium of the Post Office in Germany?—Yes.

34,925. Do we understand that in Germany the Post Office authorities collect the amount for the produce as well as for the carriage?—Yes. That is not confined to agr cultural produce; if you order materials for a dress, or anything of that sort, it is sent through the post and the postman does not deliver the parcel without having the money.

34,926. Do you know if there is any return showing whether that leads to any large amount of bad debts. Suppose the goods are refused, who takes them; are they returned to the sender, or how are they dealt with. You do not know, perhaps?—No, I do not know that.

34,927. That is one point which it would be very interesting to know?—No doubt you could obtain that information through the Foreign Office.

34,928. Yes. Last week in Pembrokeshire we had evidence from one farmer that he was sending butter in pound packages to Bristol by rail, and he found that it paid him very well, and I may say that there is one of our Commissioners who has pound boxes made up in very thick paper, and he constantly sends those pounds of butter, and has a regular system of sending them through the post, to various parts of England, and it seems to pay very well. There is no doubt that any information we can get as to the distribution through the Post Office of small articles of farm produce would be very valuable?—Then I should venture to suggest, if the Commission were to apply to the Foreign Office, they would get that information through one of the consuls, say the consul at Frankfort on the Maine. I think there is a consul there, a Mr. Oppenheim.

34,929. Then you do not seem to be inclined to look with a friendly eye at anything like a Land Court. You think that the relations between the landlord and tenant might become

Mr. *Grove*—continued.

strained if there was a Land Court. But suppose (as we put the question to Mr. Graham) that the landlord and the tenant first come together and try to agree and do agree, and that there is no need to go to any court at all, would not that do away with a great deal of the objection that is in your mind against the Land Court?—But supposing they do not agree?

34,930. Yes, but if they are good landlords —and as we know we have some splendid landlords—I thoroughly endorse what you say that in Monmouthshire we have some of the best landlords in the country; but there are others perhaps who strain a point too tight; it is only for those that any operation of that sort is necessary?—Yes, but how would you arrange now with regard to your Land Court? Of course, I ought not to cross question a Commissioner, but I was going to say this, that the difficulty is this: you cannot enforce through a Land Court voluntary abatements; you may fix a hard and fast line for your rent, but you cannot say in time of necessity or of distress that the landlord is compulsorily obliged to give an abatement off the rent fixed by the Land Court of 10 per cent., or 15 per cent., or that he is to go to extra expense in buildings or in cottages, because cottages and buildings do not become less expensive now with the increased cost of labour. Therefore, the difficulty I see is this: you could have a hard and fast line like railway rates; but you cannot then insist upon the bad landlord making those abatements and making those voluntary concessions and giving assistance to his tenants like landlords do under the present system. Therefore, I would rely, in preference, upon the force of public opinion and the conduct of the most enlightened and leading landlords.

34,931. Touching upon railway rates for a moment you read a few words out of section 27 of the Railway and Canal Traffic Act?—Yes. It was introduced by Lord Jersey on behalf of the agriculturists, I remember.

34,932. In that section the words occur—"The same or similar services." Is not the point this: there are two matters in connexion with the railway rates. The first would be foreign produce which comes into competition with our own productions. The second would be our own local railway rates from district to district. Suppose now that a full train-load of meat is landed, say, at Liverpool, and taken up in a full train-load; the railway company charge a very low rate for it. Then suppose that the farmers of a district were to tender a train-load of meat, if they were to have co-operation; in your opinion, as a solicitor, would not the railway company be bound to carry the train-load of meat for our farmers at the same rate as they would the train-load of meat that comes from foreign parts?—Yes, but if I remember rightly before Lord Balfour of Burleigh and Sir Courtenay Boyle, I think their view was rather against giving the great concession—the extra concession—for these large train-loads to the detriment of the small trader. I may be wrong, but I really gathered that they were averse to sacrificing the small trader for the benefit of the largest.

Mr. *Grove*—continued.

34,933. But as a matter of fact foreign produce is carried about this country at a much cheaper rate than home produce?—Yes.

34,934. That we must admit, I think. You quite agree with that, do you not?—I have seen the Blue Book which had the return.

34,935. A great deal of evidence has necessarily been given to the Committee on that matter. But would you consider that if goods were tendered in the same bulk and under the same conditions for home-grown produce as for foreign produce, that the railway companies would have to carry them on the same terms?—Certainly.

34,936. And that would be the meaning of that section 27—"the same or similar services"?—Yes.

34,937. Now, touching upon railway rates for small matters about our own local district. You have explained to us the matter with regard to Monmouthshire; we know that in Monmouthshire the rates are the same, but have you any experience at all of the rates during the last couple of years?—No. I went out of the profession, and I was thankful not to be mixed up with that question.

34,938. I think that you deserve a very good rest after the hard work that you did for the county of Monmouth on the railway rates question?—Thank you for your kind expression.

Lord *Kenyon.*

34,939. I have some questions to ask you which are handed in by Mr. Vincent: "Perhaps "politics have something to do with the selection "of the members of the Monmouthshire County "Council. Is that so?"—I am afraid it has very much.

34,940. He also asks: "Are not some of the "members of the council disconnected with "agriculture?"—I fancy that some of those that voted for that resolution were very much disconnected with agriculture.

Mr. *Brynmor Jones.*

34,941. With regard to that, are we not all interested in agriculture?—I consider those who are more interested in agriculture are those who have their money in it and at stake.

34,942. Who are they?—The landlords and the tenants.

34,943. But their interests are divergent, are they not?—Of course. The landlord is interested —I will not say in getting the highest rent. The landlord is a rent-receiver and the tenant is a rent-payer; but I do consider that their interests, especially in Monmouthshire, on such estates as Lord Tredegar's, are very identical.

Lord *Kenyon.*

34,944. Mr. Vincent says: "Am I right in "saying that the Solicitors' Remuneration Act

Lord *Kenyon*—continued.

" limited the charges of solicitors ?"—I am under that impression, my Lord. I know, at any rate, that the solicitor's costs are liable to this Court of Arbitration, and that if the solicitor and the client do not agree there is an arbitrator in the shape of a taxing master.

34,945. " Am I also right in saying that since " that Act passed, bills of costs have been larger " than ever ?"—That is not within my experience. I hope it is not a reflection that I am liable to.

34,946. I am sure not. " Is not the right " inference that any attempt to limit the charges " to be made by a class of men induces them to " exact the utmost of their due ?"—I will not speak so badly of human nature, my Lord.

The witness withdrew.

Mr. MORGAN WILLIAMS called and examined.

Lord *Kenyon.*

34,947. You are Mr. Morgan Williams of the Home Farm, Michaelston-y-vedw ?—Yes.

34,948. Are you a tenant of Mr. Halswell Tynte's ?—Yes.

Sir *John Llewelyn.*

34,949. Is he a relation of Mr. Kemys Tynte ?—No.

Lord *Kenyon.*

34,950. Have you any statement written out ?—No, none at all.

34,951. What is the size of your farm?—110 acres.

34,952. And the rent ?—160*l.* a year.

34,953. Does that include the tithe ?—Yes—tithe and all in it.

34,954. The date of entry is February 2nd, is it ?—Yes.

34,955. Do you think that is a satisfactory date of entry—Candlemas ?—Yes.

34,956. You prefer it to Michaelmas ?—Yes.

34,957. It is a yearly tenancy ?—Yes.

34,958. Have you got an agreement ?—No.

34,959. You never signed one ?—Not at all.

34,960. Do you feel equally happy without it ?—Yes, perfectly. I have a good landlord and cannot grumble.

34,961. Are you satisfied with your rent ?—Yes.

34,962. Have you had any abatements ?—Yes.

34,963. How much ?—10 per cent.

34,964. For how long ?—Two years.

34,965. Is your rent the same or have you had it reduced ?—It is the same only he gives an abatement back.

34,966. Only an abatement—it has not been reduced ?—No.

34,967. You have always had compensation for any damage done, have you ?—Yes.

34,968. Who does repairs ?—Mr. Tynte ; we do the haulage.

34,969. Do you think that is fair ?—Oh, yes, quite.

34,970. You can always get what you want done ?—Yes, anything.

34,971. How about the game ?—Oh, they do a little damage, but he allows it back.

Lord *Kenyon*—continued.

34,972. Would you rather have the game than not ?—A little damage is done, but he gives a little abatement back for it.

34,973. It brings your landlord on your farm occasionally, I suppose ?—Yes.

34,974. And you are glad to see him ?—Yes.

34,975. Relations could not be more friendly than they are ?—Oh, capital.

34,976. Have you thought of any remedy for the state of agriculture ? Perhaps you do not think it requires any remedy ?—No, I do not think it requires any.

34,977. You think things are better left as they are ?—Yes.

34,978. What class of farm is yours ?—All pasture.

34,979. What do you do—sell milk ?—Yes, and make cheese and fat cattle.

34,980. Cheese has kept up pretty well, I think ?—Yes.

34,981. Do you raise any stock at all ?—Yes, young cattle.

34,982. They have done badly this year, I suppose ?—Yes, not very good. I lost a few by so much acorns, but Mr. Tynte allowed me for them.

34,983. Did you ask him ?—No, he sent a cheque. I lost five three-year olds—five out of 15.

Mr. *Brynmor Jones.*

34,984. Do you find that there is no complaint at all among tenants at the present time ?—No, not around Michaelston.

34,985. Nor among landlords ?—No, I cannot hear of any.

34,986. How far is your farm from Newport ?—It is about 7 miles, and about 17 from from Cardiff.

34,987. Do you send milk into Newport and Cardiff ?—No, to Mr. Tynte.

34,988. You farm the house farm ?—Yes, it is near the house, and I supply the milk there.

Mr. *Griffiths.*

34,989. May I ask you what price you have for your milk ?—Well, I cannot say indeed. He gives 1*s.* a gallon for it.

Mr. *Griffiths*—continued.

34,990. Do you find that enough to make cheese and butter too?—Yes; we make cheese, but of course he cannot take it all for the one house.

Lord *Kenyon.*

34,991. How many cows do you keep?—Fifteen now.

Mr. *Griffiths.*

34,992. Do you find any difficulty in getting servants to milk?—No, there are plenty to be had.

34,993. Do men milk, or women?—Women and men. The boy and girl milk; I milk myself sometimes too.

34,994. Do you pay them higher wages than they used to have years ago?—No, the same.

34,995. Always the same?—Yes, as they are good, and as they are bad; we might have a bad one or we might have a good one. We should give more then.

Mr. *Richard Jones.*

34,996. Do you know of any landlords who do not make any abatements?—No.

34,997. If the price of stock and produce continues like it is, do you think it is the duty of the landlord to make a permanent reduction?—I do not know indeed. The stock are very low.

34,998. What is your opinion. Do you think the depression is temporary or is it permanent?—Oh, I think it is very fair if everyone will stick.

34,999. What is very fair?

Lord *Kenyon.*

35,000. I do not think he understood your question.

Mr. *Richard Jones.*

35,001. I asked you whether you thought the depression temporary or permanent. Do you think we shall get an improvement in the times?—I cannot say, indeed. I hope there will be an improvement.

Lord *Kenyon.*

35,002. As far as I can make out, you are satisfied with the price of cheese and milk, and not with the price of stock, is that so?—No.

Mr. *Griffiths.*

35,003. Do you think the breeders of stock in your parts are as well off as the milkmen?—Well, I cannot say indeed that.

35,004. I should think that you are able to judge. How long have you been farming?—About three years now for my own self, and I farmed with my father many years.

Lord *Kenyon.*

35,005. You farmed with your father before?—Yes, with my father, and now I have got a farm of my own.

35,006. Was that on the same holding?—The same landlord.

Mr. *Grove.*

35,007. You say you lost five of your cattle with the acorns?—Yes.

35,008. Do you know that there is an agricultural department, and that they are supposed to be continually issuing notices to the farmers of the country. It happens that they did issue a small leaflet calling attention to the danger of these acorns, seeing that there was such a large quantity of them. Did you ever see one of those?—No.

35,008*a*. They were sent to us, the County Council, and I wanted to know the best way of getting them round the county, so that every farmer should be warned at the earliest moment possible, and I consulted the members of the Council about it, but they said they thought that the farmers were quite aware of it. Now, in future if we get anything of this sort, would it be an advisable thing to have 1,000 or 2,000 printed of these leaflets and send them round the county, do you think?—I cannot say, indeed.

35,009. Well, supposing that you had seen a pamphlet from the Agricultural Department calling attention to the danger of allowing the cattle to go into the fields where there were lots of acorns and all the rest of it, would not you have taken precautions and tried to save your cattle?—Yes, certainly, but it was such a dry season. There was such a crop of them about last year.

35,010. Now after the dry weather the Agricultural Department also send round another small pamphlet showing various ways in which crops could be grown very hastily—catch crops as they were called—so as to help the farmers who were short of hay and straw and fodder and short of grass?—Yes.

35,011. Did you see anything of that?—No, I did not.

35,012. Does your landlord come over your farm occasionally?—Yes, my farm is all around the house, and he comes very often for a walk round the fields.

Sir *John Llewelyn.*

35,013. You are a Welshman I take it, are you not?—Yes. I cannot speak Welsh much, but I can understand it.

35,014. Do I understand you are a tenant farmer, or do you farm for Mr. Tynte?—A tenant farmer.

35,015. You call it the Home Farm?—Yes, it used to be.

Sir *John Llewelyn*—continued.

35,016. Although he does not manage it with his own hands?—It used to be so when his father was alive.

35,017. You say repairs and buildings are done by the landlord. Has he done any for you?—Yes.

35,018. He has done some for you?—Yes. He repairs all the buildings for us. He does all the buildings that we want.

35,019. He does all the buildings?—Yes, when we want them.

35,020. The haulage goes on the tenant?—Yes, we haul for him.

Sir *John Llewelyn*—continued.

35,021. Can you tell me from your experience what proportion of the expenditure that would be. Would it be 10 per cent. or not?—I cannot say that exactly.

35,022. But approximately could you tell me?—No.

35,023. Did you keep any accounts to show?—No. We did not keep an accounts at all.

35,024. Would those be repairs or new buildings?—Well, repairs to buildings. They are all in good repair too—plenty of water too.

The witness withdrew.

Adjourned to to-morrow morning at Blackwood.

FORTY-THIRD DAY.

Temperance Hall, Blackwood, Monmouthshire, 15th March 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. T. E. MORRIS, Acting as Assistant Secretary.

Mr. THOMAS EBORALL COOKE called and examined.

Lord *Kenyon.*

35,025. You are Mr. Thomas Eborall Cooke, land agent, of Newport?—I am; I have been, rather. I am now out of business.

35,026. What is the name of Messrs. Nicholls' estate for which you are agent?—The Monmouthshire estate, in the parishes of Llandegveth Llanddewi Fach, Llangibby, and Tredunnoc.

35,027. It extends to what?—About 2,000 acres.

35,028. Between Usk and Caerleon?—Yes; I have a statement. Perhaps it might be convenient to read that.

35,029. Yes, will you proceed with your statement?—I am a small landowner myself, and have acted up to the year 1891 as agent for other estates. I have had under my charge estates to the extent of about 5,000 to 6,000 acres. The commons that I know are the common of Coedypaen in the parish of Llangibby, the common of Green Moor on the level, and the common of Cefn Llwyn, all of which have been enclosed. I know the manors of Magna Porta, of Gold Cliff, of Edlogan and Tregrug, Libenath, Usk, Red Castle, and Abergavenny. Mr. Nicholl had had a small copyhold in the manor of Gold Cliff; I forget now exactly what the fees were. I think they were under 2*l.*, but the costs of the transfer were upwards of 15*l.*, which I think is very high. I have a small copyhold in Magna Porta in the parish of Llantarnam, the fees of which are 1*s.* 6*d.* I happened to buy the property, where there were some children that were minors. Each time they come of age I have to pay a charge of 6 guineas, which I think is high. The sheep-runs that I know are partly on my own property near Pontypool, on the Lascan Mountain.

35,030. Would you give us the name of that copyhold property?—Do you mean the one I am interested in?

35,031. I mean the one where you have to pay a fine of 6 guineas on each minor coming of age?—It is the manor of Magna Porta, in the parish of Llantarnam. One of the sheep-runs is on my own property near Pontypool, on the Lascan Mountain, and is without stint. Those who are able to keep the largest number of sheep and to really look after the sheep have the greater benefit from the sheep-run. The same applies to a mountain in Glamorganshire, in the parish of Gelligaer—the Gelligaer Mountain. There the man who looks after his sheep the best keeps the largest number of stock. The tenancy in Monmouthshire is from the 2nd February. I wish to state here that I think that a Michaelmas taking is the better. In a Michaelmas taking all the crops are gathered off the land; the new tenant goes into the house and the buildings at once, and there is no overlapping as in the case of a 2nd of February or Candlemas taking, where the outgoing tenant has the use of house and buildings up to the 1st of May, and there is also all the off-going crop of wheat that is planted in the fall.

Lord *Kenyon*—continued.

Mr. *Richard Jones.*

35,032. That is in the autumn, you mean?—In the autumn, yes. I had a case, I think it was a year or two ago, where a Welshman took the farm: he was obliged to go out of his farm in Glamorganshire at Michaelmas, and he was obliged to pay a premium to go into the farm in Monmouthshire at Michaelmas instead of waiting until the 2nd February and 1st of May. It would be exceedingly difficult to alter, because if a man went out at Michaelmas he would not be able to get a farm, and *vice versâ*—you could not fill the farm, because the incoming tenant would not be free until the 2nd February or the 1st May. We have agreements, and the clauses that are inserted there, I say, are for the protection of landlord and tenant, but they are seldom called in question unless one or the other wilfully breaks those agreements.

Lord *Kenyon.*

35,033. Have you a copy of the agreement?—I have (*producing same*). That is a copy of my agreement, and I can produce to you two agreements that were signed only in February last on two farms that became vacant on account of the death of the tenants, and they are in accordance with that agreement.

35,034. Identical with this?—Identical with that. These are the two agreements (*producing same*). The rents vary from 10*s.* up to 40*s.* or 42*s.* The 10*s.* rents are for rather poor farms in the back country, a long way from town, and perhaps with bad roads. Then we have them

Lord *Kenyon*—continued.

at 15*s.* and 18*s.* up to 1*l.* If a farm is near a town on a good road we can get 30*s.* an acre for it. If accommodation land, what we call on the level, on the alluvial land, which is very rich pasture land, and used as accommodation land, perhaps a field or two is held with the hill farms, and we get from 2*l.* to 2 guineas per acre for it. The services from the tenants are merely hauling for repairs or improvements. The basis of rent is by private treaty and not by tender. We do not accept the highest bid. We would rather have a really good farmer at market value. The reductions that we have made have been from 30 per cent. down to 5, from 5 per cent. up, and they are made permanently, and for this reason, that if the rent is a permanent reduction the tenant is able to have his rates and his taxes reduced. These reductions are not made indiscriminately; that is to say, a certain per-centage upon every holding under the estate, but each case is taken on its own merits. I think that the preferential claim of the landlord is beneficial to the tenant, inasmuch as the landlord does not force him to pay up or to sell his cattle at a reduced value; his stock, perhaps, I might, too, have said. Here I wish to make this remark with regard to rents, that the rent of a farm in Monmouthshire is very little beyond a building per-centage on the house and the buildings. On my own estate, which is about 551 acres, the rent is 479*l.* a year, and the insurance is upon 7,850*l.*, which at 5 per cent. will come to 392*l.* Take 392*l.* out of the rental of 479*l.* and it leaves 87*l.* per annum for 551 acres. I brought the copy of the insurance policy to show you that it is not an insurance recently made, but I think you will find it was made in 1882, and that insurance is kept up.

Mr. *Seebohm.*

35,035. Would you kindly say how many farms?—Five farms. I ought to state that nearly the whole of the houses on those farms were houses that were occupied years ago, perhaps 150 years ago, by the owners, by the yeomen, and there is no doubt that the houses are better than would be required for the ordinary farmer occupying that land; but still those are the actual figures, and I think that they will be a guide to show you that the building interest on farmhouses and buildings is very large, so that if a tenant were to get his land free, before he could live on the farm or house his stock he would have to procure money at not less, I think, as a building interest, than 5 per cent., and would have to make that outlay before he could occupy the farm.

Lord *Kenyon.*

35,036. May I take it, then, that you agree with what Mr. Colborne said yesterday, He suggested that some such return as this would be of use?—I agree entirely with Mr. Colborne.

35,037. He wished for a return of the value of farmsteads and buildings?—Yes; that is the only one, because the other estates are not all insured. I pay the policy of the insurance myself. I brought this up for the information of the Commissioners as a fact.

Lord *Kenyon*—continued.

Mr. *Seebohm.*

35,038. Would you suppose that that is a fair specimen, apart from what you have said that the houses are larger than usual for the buildings?—I do not say that it is always the case, but there are a large number of houses in the county that were used as family residences in olden times, but are now in the hands of farmers, and larger and better houses have been built for the owners of the estates. That is very much the case.

Lord *Kenyon.*

35,039. In your experience you could say probably what the cost of a farmhouse is to build?—I should say that an ordinary farmhouse, for a man and his wife and children, supposing that no labourers are housed in the house, with a dairy and a cellar for cider, could not be built much under 700*l.* or 800*l.*

Mr. *Seebohm.*

35,040. Would that be right for about a 100 acre farm?—A 100 acre farm?

35,041. I see this is just about 100 acres?—Yes.

Lord *Kenyon.*

35,042. I see two of these houses are valued at 1,000*l.*?—Yes, they are, and they were good houses. The larger house was my family place, but is now occupied by a farmer. The changes, if for a substantial farmer, are very seldom. We have farmers who have been on the estate for a great number of years, some 40 years, 11 years, 8 years, 10 years, 20 years, 6 years, 30 years, 50 years, and so on. We have had changes occasionally, especially in the bad times, where, when our larger farms were empty, many farmers who would like to have come into our farms were afraid to move; they did not like to go through the change on bad times. The charges on the land, the income and land taxes, and chief rents are paid by the landowner. The ordinary rates are paid by the occupier, as he really has the control over them. By control I mean that the occupier votes for his guardian, the overseer, and the member for the school board. In the cultivation of the land I always give as free a hand to a good farmer as possible. There are certain protective clauses, that is to say, about the sale of hay and straw, and roots, to prevent the farm being run out, but I say that I have no objection to a farmer selling his hay, his straw, and his roots, provided he brings back a sufficient quantity of stable manure to recoup the land for the crop that has been taken off. For instance, with a farm near iron works or a town a farmer can sell his hay and straw for a much better value than he could get out of it by consuming it. He can also recoup the farm by hauling from the iron works, or the coal

Lord *Kenyon*—continued.

works, or the town—he can haul far more manure than he could make of the hay or straw if it were consumed. Here I wish to say that I look upon the laying down of pastures as an act of husbandry or cultivation within the mind of the tenant for his own convenience. When he goes out, I think that he should offer these pastures so laid down to the incoming tenant, or the landlord, to be paid for if it is wished that they should be laid down, or he can put the plough into them and get his arable crop. I also wish to say, as to a large quantity of arable land, that if laid down to pasture it is a good thing that it should be ploughed up, say every eight or 10 years, and it would yield a better crop of grass.

Mr. *Seebohm.*

35,043. You mean rather on the Scotch system. You would plough it up, and have two or three courses of grain?—Of grain or roots, and then lay it down again. We have pastures, especially on the hill land here, that if they are laid down beyond eight or 10 years, go to gorse or fern, or something of that sort, and they have to be ploughed up. I do not say that we have gorse or fern on the low lands, but still there are arable fields where it is of advantage to plough up the land every eight or 10 years.

Lord *Kenyon.*

35,044. I suppose in such a case you do not enforce clause 4 of your agreement?—What is clause 4?

35,045. The tenant not to break up or convert into tillage any meadow or pasture land, and so on?—Yes, that refers to old pastures.

35,046. "Laid down for six years or upwards?"—Well, he is not to break them up without the consent of the landlord; but that is only without the consent of the landlord; but if a reasonable case is put before the landlord, it would be considered favourably. The improvements, so far as I know, are all done here by the landlord—building and draining—the tenant doing the hauling, because I do not know of any case where we have drained or improved the buildings and have charged any increase of interest on the outlay. As to the customs, I wish to state distinctly that I know of no custom, that is to say, a custom from years immemorial, in the county of Monmouth, with the exception of the land share on the off-growing wheat, one-fourth off a lay and one-fifth off a fallow, and the holding of the house, buildings, and the boozy pasture for the consumption of the off-going crop, until the 1st May. When I was very young, I made very particular inquiries, and that was the only custom that I could hear of as a custom from time immemorial. I also had the advantage of the acquaintance of a large landowner in this county. He managed his own estate, and was very intimate with it; he was at one time a member for this county; he knew of no custom in the county of Monmouth, except what I have told you. The customs that are known as customs now, and the difficulty of

Lord *Kenyon*—continued.

ascertaining what the custom of the county is, have grown from time to time. I may mention a statement made by the late Judge Herbert, of the county court, who understood land very well, when cases came before him, he remarked that customs seemed to grow in Monmouthshire. Of course, that is so, because in olden time we did not know anything about artificial manure or feeding stuffs. The schedule that was drawn up most carefully for the chamber of agriculture, chiefly by Mr. Stratton, who is one of our most able farmers in the county, was agreed to by landowners, land agents, and farmers. It was placed before them at a meeting, and it was agreed to, but it was not confirmed until a later meeting, so that it was well considered by land owner, agent, and farmer. That has resulted in the schedule put forward by the chamber of agriculture, which has been most useful, and I know it has stood in cases of arbitration.

35,047. When was this formulated; was it soon after the passing of the Agricultural Holdings Act?—After the passing of the Act of 1883, it was thought that a great deal of friction might be occasioned, because there was really no recognised custom as it had grown; so that schedule was formulated as a means of doing away with friction between the landlord and the tenant, and it has worked remarkably well. I have used it in a great many instances, and I think it has been of advantage.

Mr. *Seebohm.*

35,048. Do you insert any mention of it in the agreements; I mean, if a man takes a farm under one of your agreements, has he to abide by this newly arranged custom?—No, we do not put that in our agreement. We consider that we are bound by the Agricultural Holdings Act of 1883, and this agreement is a working out of that Act. The Act of 1883 has rather introduced a custom which, by the schedule agreed upon by the Chamber of Agriculture, is one that was thought fair and agreed upon by the substantial landowners, land agents, and tenant farmers.

Mr. *Richard Jones.*

35,049. What we are to understand is this, that supposing a tenant puts in a claim for compensation that scheme forms the basis of arbitration?—Exactly, that is so.

Mr. *Seebohm.*

35,050. But the Agricultural Holdings Act would form the basis if it went to law?—It would give the tenant the power of his claim, which must be recognised.

Mr. *Grove.*

35,051. And I take it that this formulated agreement is based upon the clauses in the Agricultural Holdings Act?—Exactly, that is so.

35,052. That is, that there is nothing contradictory in the agreement to the law in the

Mr. *Grove*—continued.

Agricultural Holdings Act?—We could not do it if we wished it.

35,053. Of course you could not?—We could not do it. I next come to the Agricultural Holdings Act, and I wish to state that I think it is a very fair Act. The only objection that I have to it is, first of all, that if the landlord and the tenant fail to agree under the provisions of that Act the procedure is very expensive and cumbrous, but with the provision that the tenant should be reimbursed for his outlays, and with the schedules, I perfectly agree with the Act. There is, however, one defect, and that is, that the landlord is not protected. If the landlord has a farm run out by the tenant, if the tenant makes no claim for unexhausted improvements, the landlord is debarred from making any claim for having his farm run out. I have known instances of that.

Lord *Kenyon.*

35,054. What do you think about the two months' notice that the tenant has to give?—I think that that is only fair, because I do not think it at all fair that a tenant should spring a claim just at the last moment; and I also say on the part of the landlord, I do not think that the landlord ought to spring a counterclaim on a tenant without giving a proper notice. I think that the notice is most essential, because if a claim is made in the two months before the end of the tenancy the landlord then has time to look about him, and see whether these claims are reasonable or not. I had a farm under my charge, it did not belong to me; it belonged to one of the Messrs. Nicholl. There I believed that there would be an amicable arrangement between the outgoing tenant and the incoming tenant. Just at the last moment, just before the 30th November, a claim was sprung on us, made out by these professional valuers, that we had to deal with. We did deal with it; we recognised all the claims that were right and proper, and we put in our counterclaim for produce that we knew had been sold off. I think that the claim was rather under the counterclaim. We should have settled most amicably if it had not been for the interference of these professional valuers.

Mr. *Grove.*

35,055. What was the name of that farm?—The name of that farm is Cefn Llech.

35,056. Is the name of the tenant Morgan?—Yes, David Morgan.

35,057. That is the case, no doubt, that is alluded to in the interview with Mr. Thomas Parry a couple of years ago by the Commissioner for the Western Mail?—No doubt of it, because I state that Mr. Thomas Parry was the man who induced the farmer to put in this claim, which was a most inflated claim.

Lord *Kenyon.*

35,058. What was the result?—The result of it was, when the tenant found that the landlord could put in a counterclaim he took up his papers and went off.

Mr. *Grove.*

35,059. His claim against you was 252*l.* 11*s.* 6*d.*?—His first claim was 336*l.* I can give you the claim if you like.

35,060. Never mind that?—It was 336*l.* Then it was reduced to 254*l.*, and I think our counterclaim came to 275*l.*

35,061. And the man went away without getting a single penny?—He would not be led into further expense by his lawyer or his adviser.

Mr. *Seebohm.*

35,062. Do you know what the expense already incurred was?—I think our bill was somewhere about 25*l.* or 30*l.*, and I daresay that he had to pay about the same, in fact it is more? the lawyer's bill was 25*l.*, and I forget what the valuers' bills were. I think Mr. Graham, who is a most able valuer, assisted me in ascertaining the value.

Mr. *Grove.*

35,063. It was considered that he was a pretty fair farmer in that district?—Yes, very fair. I do not say a very good man, but unfortunately he had lost the assistance of his sons. He had had a bad accident by falling from a rick, and he really had had a lease of the farm, and at the request of Morgan, the landlord agreed to take a surrender of the lease. There was no notice.

35,064. Was it not considered very hard treatment of that man in the district generally?—I do not know. The incoming tenant and he would have agreed; I thought that they had agreed, but at the last moment he was advised that he could have this very large inflated claim. I state that the first claim was for 336*l.* When the details were sent in they could not make more than 254*l.* of it, and when we reviewed our counterclaim our counterclaim overrode what we considered was his real value.

Lord *Kenyon.*

35,065. Have you got the claim with you?—I have. Here are the claim and the counterclaim (*producing same*).

Mr. *Richard Jones.*

35,066. Are they copies of the claim and the counterclaim?—I did not bring the originals. I thought copies might do. This (*producing another document*) is the claim and the counterclaim balanced with the approval of Mr. Graham, who is a very experienced man. You will observe that the fields that were claimed for as being laid down to permanent pasture were merely allowed to remain unsown. No seed was sown on the arable land, and they were not put down as permanent pastures.

Lord *Kenyon.*

35,067. They were not really permanent pastures at all, you mean?—No. They were merely allowed to remain in grass from not being ploughed up.

35,068. They had been laid down with some sort of seed?—I do not think there was any seed put in at all.

Mr. *Grove.*

35,069. Had he given any notice at all to the landlord under the Agricultural Holdings Act of any improvements?—No; this is a copy of the lease (*producing same*), and you will see that there is a surrender of that lease before the expiration of the tenancy. I may state that the relations between the landlord and the tenant were excellent until the professional valuer stepped in, with the result before you.

Lord *Kenyon.*

35,070. Did the tenant ask the professional valuer to come in?—I believe he did at the last moment, or anyhow he had a conference, and he was advised.

Mr. *Seebohm.*

35,071. Do you think the Act of 1883 was retrospective as regards existing leases?—I think that the Act of 1883 was retrospective as far as regards the Act in 1875; which was the first Agricultural Holdings Act.

Lord *Kenyon.*

35,072. I see one or two of these claims are disallowed because no consent was obtained from or notice given to the landlord?—Yes. I think that the date of the surrender was about 1884. That was just after the Agricultural Holdings Act of 1883 had been passed, and tenants had an idea that they were going to get almost anything they liked to ask for. I think that was the reason.

35,073. Was the farm in a very bad state of fencing?—Some of the fences were bad. There was some very good land on the moors that was very wet, the ditches and the rushes were not cast, and neglected entirely.

35,074. Is there anything further you want to say upon the Agricultural Holdings Act?—Nothing that I know of. I next go to the game. The game is preserved, but the tenants are protected in the letting agreement that they are not to do any damage, so that there is to be no complaint from the occupiers of the land, as, of course, the letting of the farm is the chief object.

35,075. The game is let then?—Yes, the game is let. I next come to education. In all the farms that I have had anything to do with the tenants were disinclined to attend the lectures on dairying. I could not induce them to go, and out of all the farms that I have anything to do with, I only know of three farmers' wives or daughters that went to the dairy school. Of course, I wish to state that I am very much in favour of the school, and I think it was very bad policy upon their part, but I merely state the fact.

Lord *Kenyon*—continued.

Mr. *Grove.*

35,076. You consider the teaching would be most advantageous?—I think so. What I told them was "go and see whether you cannot improve in some respects."

35,077. And were the schools within an easy distance of them?—Quite close, within a field of the farm in one instance, but they were very good butter makers, and what they told me was, "We can sell our butter, but those who attend the dairy school cannot."

Lord *Kenyon.*

35,078. They like their butter with a taste in it?—There are wrinkles as to the temperature, brine and one or two other things that would have been a very good thing for them to have known, but they would not go. I merely state the disinclination of them to go.

35,079. Now with regard to small proprietors?—There are very few. As the name of Mr. Parry has cropped up, I wish to state that his family came into a landed property some years ago. They sold that landed property for a very large price and took three farms, the father and two sons took three farms under a large landowner. With regard to the children's work they are not paid wages but they are started in life, and I think that that is a very great advantage to the farmer, because if he paid weekly wages he would have to sell produce or stock sometimes at a disadvantage, so that being able to make the most of his stock at all times he is able to give his children a better start in life when they go out, both boys and girls. The labourers' wages are about 18*s.* a week. I consider that they are the best off of any on the farm. The landowner hardly gets 2½ per cent. The tenant farmers are, a great many of them, struggling, but the labourer has his very good wages with cheap food and cheap clothing. With regard to cottages there is no doubt that they are insufficient on some farms, but on the farms that I have had any dealings with, and on my own, there are plenty of cottages. These cottages are in some instances rather isolated, that is to say, they are in far off portions of the farm where the labourer is really required to tend and to feed the stock, and to take care of the stock in these outlying places, but the labourer of the present day does not like to live so far off society and the schools, and I do know instances where there are excellent cottages with very good gardens that are unoccupied for that reason; whereas, if there were any cottages in the villages or near the school they would be occupied, and are really wanted. The difficulty is, is a landlord getting such low rents to build new cottages in the neighbourhood where the labourers would be more inclined to take them.

Lord *Kenyon*—continued.

I just state that as a fact, because upon my own estate and those that I act for, there are cottages, at the same time I do know estates that are in want of them. With regard to immigration, the labourers go to the towns, the coal works and the iron works, and to the railways, because I consider that the education of a farm labourer is a most excellent one. A farm labourer, if he goes to the towns, or the railways, or the coal works, is always of use, and always commands large wages on account of his agricultural instruction. If he cannot even find a place in the country he can go abroad, and is much more useful than a landowner if he goes abroad. The children of the farmers also go very largely into towns, sometimes as clerks or as shop assistants, sometimes as school teachers; they go to the board schools, and if they are sharp and clever they are retained there as pupil teachers, and as masters and assistants afterwards. The next point which I wish to state is this, having watched the action of the Commission almost all through, I have never seen any reference to accounts. I have never heard of any accounts being produced by the farmers. We have heard of heavy rents and all that sort of thing, but I have never heard that there has been any evidence (you might have had it, but I have not seen it) of accounts being produced before you to show what the income is, and what the expenditure is.

Mr. *Grove.*

We have had some accounts put in, but we may say that accounts are not at all regularly kept by the farmers.

Lord *Kenyon.*

Mr. Gibbs, at Pembroke, had got elaborate accounts, but he could not lay them before us because he said it was so very difficult to separate certain items from others.

Mr. *Seebohm.*

He was a dealer as well as a farmer.

The *Witness.*

May I refer the Commission to the Journal of the Royal Agricultural Society. I have moved my residence, and I have not been able to put my hand on the particular journal, but some years ago the Royal Agricultural Society, when they gave prizes for farms, gave the income and the expenditure. I think, if you will refer to those accounts, you will be very much struck by the small item for rent compared to the other expenses on the farm. When you take the labour, manures, feeding stuffs, and other charges that were expended on the farm, I think you will find that rent forms but a very small proportion.

Mr. *Grove.*

35,080. What do you mean by "a very small proportion"?—A very small proportion of the outlay.

Mr. *Grove*—continued.

35,081. I know, but what proportion?—I cannot tell you. I have failed to find the accounts, but I have no doubt you will be able to refer to them.

Lord *Kenyon.*

35,082. Do you agree with the rough statement that a man has got to make three rents?—I do, but not equal rents.

35,083. What I mean is he has got to make what is equal to three times the rent?—Exactly, but I think it will be well if the Commission will refer to the accounts of a farm which are given where prizes were given in several instances, and with several qualities of farms. I forget the years in which those accounts are given, but I have no doubt you will be able to get them from the proper quarter.

35,084. It is no doubt a fact that farming accounts are very indifferently kept, if at all?—No doubt, so we have to put up with statements which we cannot verify.

Mr. *Grove.*

35,085. Has there ever been any form of account that you know of published by such a society as the Royal Agricultural Society as a sort of model of accounts that would be useful to farmers?—Not that I know of. They were merely the facts as to the farms that were visited and offered for prizes by the Agricultural Society.

Lord *Kenyon.*

35,086. These were held up as model farms?—Of course.

35,087. And the way they were managed may be taken as a model for others?—I should say so, anyhow in some slight proportion. Carrying out that theory I am of opinion that any reduction of rent, such as say 5 per cent., 10 per cent., or 20 per cent., is not a crucial point as to whether a farmer sinks or swims. Of course it is an advantage. We have reduced rents considerably. We have tried to help our farmers, but I am of opinion that that reduction of rent is not a crucial point as to whether a farmer sinks or swims. If he cannot pay his rent a reduction of 5, 10, or 15 per cent. would not enable him to keep on.

Mr. *Grove.*

35,088. That depends upon the narrowness of the margin, does it not?—Well, my opinion is that the rent is so small—it is such a small reduction in regard to outlay of capital, labour, manuring, and feeding stuffs, that 5 per cent. or 10 per cent. or 15 per cent. reduction of rent would not enable a man to keep on his farm if he could not keep it without.

35,089. Just so, but if a man had 200*l.* a year 15 per cent. on that would be 30*l.* That would be a considerable item to a man who was struggling, would it not?—Well, it would be so, but still for 200*l.* a year the farm would be a very large farm. Then, as to the cause of depression there is no doubt foreign importation,

Mr. *Grove*—continued.

free of all charges, is the main cause. The rates are payable by the farmer. I know of a case, and I will mention the parish which Mr. Grove will recognise, the parish of Malpas. The parish of Malpas has to contribute to and to keep up roads that are very largely used for the conveyance of produce from the town of Newport to Cwmbrân. Nothing is left in the parish of Malpas, but the whole of the trade is either at Newport or Cwmbrân. In the parish of Malpas you may see streams of carts going to and fro, grocers' carts, beer, and all that sort of thing, all day and nearly all night. The parish of Malpas has to pay those rates. What I contend is, that it is unfair that the farmers should have to pay all these rates for the distribution of foreign produce. The police rate has to be paid by the farmer to protect the goods, and the sanitary and other rates, that all contribute towards the advantages of the foreign produce. I do suggest that without putting a protective duty on foreign produce, foreign food should contribute towards the common charges that the farmer has to pay. I may say that food, of course, when it comes into a port pays towards the dock dues, the lighting, the sanitary, and other things belonging to the port, but it is only the port and not as to any place inland. Of course, the farmer has to contribute to the general poor, but the foreign food does not contribute to it, nor to the Navy to guard the bringing in of this foreign food. There is another thing: in olden days the farmer used to send his produce to market with a cart horse; now, almost every small farmer, even a farmer of 70 acres, keeps a horse and trap, which is costly. I may say that the relations between the landlord and the tenant are excellent and friendly in all cases. The repairs have been very costly from the years 1875 to 1883. From my experience, I find that the old stone tile about those years got bad, and had to be renewed with slate. In my own case, when any repairs of that sort have been going on, I have taken advantage of the opportunity to improve the house and the buildings where they could be improved, without charging the tenant any interest. I have also, as corn is so often harvested on the field, turned the bays of barns into cattle places, so as to have more convenience for shedding; that has not been charged to the tenant. As to the draining, we did a good deal between 1861 and 1883, but since 1883 you very seldom see any draining, and the late dry seasons have made it almost come to a standstill. I may say that the repairs on one place from 1857 to 1879 cost 228*l.*, or on the 22 years 10 yer cent. Another farm was drained in 1861 at a cost of 50*l.*, and the repairs for about 20 years, between 1861 and 1879, were 20 per cent. Then the house was very much improved, and new roofs put to the house and a great many of the buildings. I think that is all I have to mention.

Lord *Kenyon.*

35,090. You said in one part of your evidence that the cottages were not so satisfactory as

Lord *Kenyon*—continued.

they might be, and that they were insufficient for the requirements on some farms. Do you think that cottages could be built in this neighbourhood at a profit?—No, I do not. Generally, we let a cottage with a very good garden for about 5*l.* a year. That cottage would cost at least 150*l.*

35,091. We have had some statements that a cottage might be built for 40*l.*?—I should not like to live in that. Still, I daresay I could show you some old cottages that 40*l.* would be a very good outlay for, and people live in them. But I wish also to state that those cottages are held under the lord of the manor on a very small rental, and people will live in those cottages, which are such that people would not live in them upon our farms; they will not live there unless they have good ones.

35,092. They have been built on the waste of the manor?—Yes, on the waste of the manor.

35,093. With regard to the Agricultural Holdings Act, and this notice of claim, which I see some people think is a hardship, do you think some sort of clause could be added that, in the case of a tenant leaving, the landlord should be compelled to draw the outgoing tenant's attention to this clause in case he wished to claim under the Act, so that for no technical reason he should lose his power to claim?—I think that the onus of that is certainly on the tenant. They all know about it.

35,094. But in some cases they do not know about it. We have heard many cases of tenants that hardly heard of the Agricultural Holdings Act; they certainly have never seen it. In Welsh Wales they certainly said they could not read it?—I will take the case of the Cefn Llech. I believe the incoming tenant was a highly respectable man, and I wish to state most distinctly that the outgoing tenant, Mr. David Morgan, was a most respectable man, and I think that he was chiefly influenced by his supposing that he could make a very large claim. Then you will see how this claim was made. The first claim was made for 336*l.*, merely upon guess work almost, which they could not substantiate. The landlord is bound to have some time. It took me through the whole of December and January to test all this. I have not got my papers with me, but we had a great deal of trouble and expense to take over people to see whether their claim was right or not.

35,095. But my point is this, not that the notice should be abolished. I think it is only fair that notice should be given?—Exactly.

35,096. But in order that technicality should not cause the tenant to lose his claim, would it be possible for the landlord to be obliged to draw the tenant's attention to it?—I think that it is for the advantage of the tenant, and there is a case that I know of where the tenant (and this is what we know) prepares to leave; then it becomes a question with him "shall I claim or shall I not claim."

35,097. Exactly?—He thinks "I have sold all "my hay and straw, a very large quantity, pre- "paring to leave. I have put everything in

Lord *Kenyon*—continued.

" hay and straw, and if the counterclaim for " the hay and straw sold off the farm is put in it " will override any claim I have got." So that it is entirely a matter of business between the landlord and the tenant and I certainly say that the onus should be on the tenant.

35,098. I do not think you see my point. What I mean is, that for the sake of this two months' notice, in order that the tenant shall not lose his chance, the landlord or the agent should write and say, "You are about to leave your " farm; if you wish to claim you must give two " months' notice," and draw his attention to that fact?—Yes, I understand you. I certainly say that from experience I think the onus should be on the tenant.

35,099. Of course the onus would be on the tenant?—Yes.

35,100. Only in the case of an ignorant man who might not observe that, and let the two months slip, and there might be a case of hardship, would it avoid that case of hardship if the landlord were obliged to draw the tenant's attention to it?—My own experience is, we have no difficulty with respectable farmers. If a farmer wishes to make an inflated claim he would say, "I have forgotten the notice; I throw in this claim"; and there would be hardly time to test it. I am very strong on that point.

35,101. I do not wish to waive the notice?—No; but I am afraid that, if that were done, advantage would be taken of it to the detriment of the landowner.

35,102. I do not quite see how. Then with regard to copyhold tenure; you do not seem to be in favour of that much?—I think it is very expensive, but I may say that several of the lords of the manor are offering their tenants to purchase at 20 years' purchase. I have redeemed in the lordship of Abergavenny, and I know that in the case of Magna Porta the lord of the manor there told me that he should offer to sell at 20 years' purchase.

Mr. *Griffiths.*

35,103. Do you think it would be advantageous if the same system were adopted in all counties alike. You mentioned some cases from Glamorganshire, where the custom was a Michaelmas taking?—In Glamorganshire a great many of the holdings are Michaelmas holdings. They have to turn out of the house, and their stock has to turn out. If they had to take a farm where they could only get in on the 2nd February or the 1st May, they would be almost on the road between those times. *Vice versâ*, a man going from Monmouthshire into Glamorganshire would be out on the road between the 2nd February and Michaelmas.

35,104. If it was a general custom it would be a good thing?—Yes, it is inconvenient unless it were adopted throughout the county. Personally, I am in favour of the Michaelmas, because all crops are harvested, and the man goes out of the house, and everything is ended on the 29th September, and the new tenant comes in, and does all the ploughing.

Mr. *Griffiths*—continued.

35,105. Then, with regard to the question of copyholds that you were speaking of; the fines were very heavy?—No, the fines are not heavy, but the charges are heavy in proportion to the fines.

35,106. Supposing a farmer dies, and his son comes into the property after him, he has to pay as much as two years' rent sometimes before he is admitted, has he not?—If the holding is large it would not be so much as that, but in my case in Magna Porta the chief rent is 1*s.* 6*d.*, and the charges 6*l.* 6*s.* Unfortunately, I have had to pay that several times over, because I bought a property on which there were two or three minors, and they could not be admitted until they came of age, so that after I bought the property I had all these expenses coming on each time that the child came of age.

35,107. Or even in case of death, I suppose?—No, in case of death he would fall out; he would not be admitted.

35,108. But in the case of, say, another son coming into the property, he may die the first year?—No, it is not that. I purchased the property of some people; some of the children are of age; others are minors. The minors' share is put on a deposit, but each time that they come of age, to my surprise, after having bought the property, I have to be admitted.

35,109. Do you not think it would be a very good thing if all that copyhold property was enfranchised?—I do.

35,110. Done away with altogether?—I must do justice to the lords of the manor, and say that I believe they are rather encouraging that. I do not think that the 20 years' purchase is at all out of the way. I may mention that in the case of Abergavenny I purchased the property, and the steward of the manor made a very moderate charge for the transfer.

35,111. We found some very heavy charges in some parts of the country, some of them amounting to three years' rent?—Yes.

35,112. Do you know of any instances where the penalising clauses have been enforced?—I do not know, except for the hay and straw, because that is really a great depreciation of the land.

35,113. Quite so, but still farmers in the present day buy a good deal of bone manure?—I know of a case—that case which I spoke of where the farmer came out of Glamorganshire because he wanted to go into the farm on the 29th September, the outgoing tenant claimed the whole, and would not allow the counterclaim of a large quantity of hay and straw because the man wanted to come into the farm.

35,114. It is difficult to make a counterclaim unless a farm has been valued previously?—It is very difficult to make a counterclaim for depreciation of farms, but, generally speaking in my experience the whole of the counterclaim has been from a neglect of hedges, a

Mr. *Griffiths*—continued.

neglect of casting reens or a selling off of produce.

35,115. On the change of tenancies do you generally have the farm put in thorough repair before the other tenant goes in?—We generally do what he asks us. Having done so many repairs so as to have our houses and outbuildings in the best order, there is not a great deal to be done when a new tenant comes in.

35,116. You mentioned something just now as to which I did not quite understand you, namely, with regard to voting for the guardians, the overseers, and the members of the school board?—Yes.

35,117. Would you kindly repeat that?—Yes, I will try and explain it to you. The tenant farmer who pays the poor rate, the school board rate, the police rate, and the sanitary rate, has the charge of that expenditure, because it is he who votes for the guardian, the member of the school board, and other representatives.

35,118. Quite so. You mentioned, with regard to pasture, that it should be ploughed up. Does the plough often improve the land?—Yes, most decidedly. Where arable land has a tendency to go to gorse or to fern, or where it deteriorates, it is of advantage to plough up a pasture, and to relay it again.

35,119. I agree with you with regard to damp soil, which we might say, so to speak, "goes to sleep." As to sound, good land, I do not think you can often improve it in that way?—There is a good deal of arable land, of course, that will stand; I do not mean to say that it will not; but still it does not stand as a hard and fast rule.

35,120. Is not gorse used in this part of the country as food for cattle and horses?—Not that I am aware of.

35,121. In some of the country that we have been through that is so?—The gorse generally, so far as my experience goes, has been a source of injury to the farmer. I think I may say that I do not know that the use of gorse is thoroughly understood; perhaps, if it were more understood, it would be more used, but I do not know of gorse being used from my own knowledge.

35,122. You said something with regard to a farmer who had sold his farm and placed himself and his two sons in farms on a large estate?—Yes.

35,123. Did they do well?—Yes, they are very prosperous farmers.

35,124. Did he take them all to one farm or to different farms?—No, the father went to one large farm, one son went to another large farm, and the second son went to a farm of about 120 acres, perhaps.

35,125. We have had instances where a second son did not apply for farms?—They were all good farmers; but it is a fact that they would rather rent under a landlord than take 2½ per cent. interest, and also take the 5 per cent. interest that they got for their own farms, which were sold at a very high price. I merely mention that to show that in Monmouthshire farmers would rather rent under a large proprietor than farm their own estates.

Mr. *Griffiths*—continued.

35,126. Do you know of any instances where labourers keep cows on farms?—I do not.

35,127. Not any in the neighbourhood?—No, I do not. But I think I may state that if a labourer wished and had the time, which he might have, if he had a wife and family, to keep a cow, I think that the landowners would give him every advantage; and for this reason, that I think that a labourer who wishes to keep a cow may in the future become a farmer himself.

35,128. Quite so. The children, we find, are generally growing up to be more useful?—No doubt. I am quite in favour of labourers keeping cows if it could be done.

35,129. In Scotland, I think, it is the case that labourers have cows?—I do not know of any instance in Monmouthshire.

35,130. Then as to sheep runs without stint, do you not think that is injurious, as a rule, and that they keep too many sheep upon the ground?—I do not know.

35,131. It tends towards disease, and so on?—I cannot say. In the case of one farm that I have, my principal farm, an old tenant that did very well used to keep a very large number of sheep. The present man does not keep any sheep at all, simply and solely because he is thrust out of it, if I may so call it.

35,132. Do you know of any instances where farmers had some compensation for general improvements of the farm?—No, I do not. I do not know of any farm that I could think of where there has been a general improvement.

35,133. Are there any gamekeepers kept on this estate?—Not under the landowners, not by the landowners; but gamekeepers are kept by the owners of the shooting, and in a certain district it has been a very great godsend to them, because where the land is near ironworks and coalworks people come over the land after the game, and they take apples, fowls, eggs, and those sort of things, so that they really hail the presence of the gamekeeper with a great deal of satisfaction.

Mr. *Richard Jones.*

35,134. I will just ask you one question with respect to sheep runs; do you think that sheep runs without stint are prejudicial to sheep farming generally?—I do not think so, because I can tell you that, as a matter of fact, what is called Welsh mutton (and it is the Welsh sheep that do the best on these high sheep runs) commands really the highest price in the market.

35,135. Yes; but is there not a tendency on the part of the strong man to overrun his neighbour?—No doubt as in this case: my tenant in the year 1840 used to keep a very large number of sheep on the mountains; my farm had a field adjoining the mountain where the tenant had the convenience of bringing them in to shear and that sort of thing, and he kept a very large number of sheep on the mountain. It was then his interest to look after

Mr. *Richard Jones*—continued.

them, and I know he had a very large number of sheep on the mountain. Now my present tenant I do not think has one, because, as he says, the cost of looking after the number of sheep that he would put on the mountain would be too great, and he would be elbowed out.

35,136. So that if the number of sheep were limited, the place would pay him better?—Oh, no doubt. The run on the mountain would be a very great advantage to him then.

35,137. Would you go so far as this, to suggest that an equitable arrangement should be arrived at between the different owners for a limited number of sheep to be grazed on the mountains, with compulsory powers to enforce that arrangement?—I think that would be a very good thing. I think it would be very fair.

35,138. In the interests of agriculture generally?—Yes, I think so.

35,139. Do I understand you to say that there are changes in the tenancy owing to depreciation of wheat. Will you kindly look at your syllabus with regard to that?—I may say that the syllabus was not entirely made out by me. That point was not made by me. I should state that this was made out by Mr. Nicholl, one of my clients, and he asked me to give evidence, or else I had not intended giving any evidence, and I am rather unprepared for it. I say that the changes of tenancies are caused in the bad times when perhaps a farmer was not able to get on and he occupied the farm for perhaps a year or two and was obliged to leave.

35,140. I see there is a statement also to this effect: depreciation of wheat with no equal reduction in tithe standard, can you explain that further?—That was not an answer given in by me, and therefore I cannot explain that very well. I am only partially responsible for these replies.

35,141. Have you any instances where compensation has been given for timber cutting?—Yes.

35,142. What have you paid for timber cutting?—Indeed I forget now, but we generally assessed it as at the rent of so many acres of land for a year, or something of that sort.

35,143. And the tenant was satisfied?—Yes. It was on an agreement with the tenant. He asked for compensation, and we considered it was fair and we allowed it to him.

35,144. You say in the summary that there is no general form of agreement? each letting special?—That was not my answer.

35,145. No, I should think not?—You have my agreement before you.

35,146. You say that there is uniformity in the adjustment of rents. Is that right?—No, I think I stated that we took every case specially, and in some instances, instead of giving a remission we have done certain acts for the tenant; we have either drained or done some hedging. I have a case in point now, where I am doing some hedging for a tenant. He is a very bad hedger, and the hedges on his land are very bad, and I said I would do some hedging for him in a really good and substantial way, and would pay him for it rather than give him a rebate, because his rent is low.

35,147. I am afraid this summary is of no use?—As I stated before, this was made out by the landowner; I answered certain questions, but I did not know that I should give evidence here.

35,148. You say that you take every case on its merits when you are making a permanent reduction?—Exactly.

35,149. Have you any principle or any basis to go by?—Yes.

35,150. What is that?—If a tenant is very lowly rented, on account of having been in a farm for a very long time—the rent is very low—we do not consider that there is any necessity for a reduction of that rent, and it has not been asked for; but where a farm has been put up, it is different. I wish to state that about the year 1874 was the highest state of prosperity for a farmer; after that year times began to get bad; those farms that were taken about the year 1874 were, perhaps, let at a very high rent; then those farms, when times got bad, were reduced, and reduced immediately, up to the present time. But there are instances of farms that have been held by the same family that we have not altered the rent of.

35,151. So that, according to your reply, now there is no uniformity of rents on your estate?—No, not by any special standard.

35,152. Do you not think it would be equitable to the tenants in general if you varied the rents more in accordance with the prices, instead of letting a low rent remain for a number of years?—Where a tenant has been there for 20 or 30 or 40 years, as has been the case upon some of these estates, it was thought a hardship to increase the rent, and it has not been increased.

35,153. Say that his rent was fixed in 1866, after he came to the prosperous times of 1872 to 1876, he would have a very big margin of profit?—No doubt.

35,154. You would not consider it a hard case now if the rent was raised?—No, it would not be hard. But upon the old estates—I think you will find it upon Lord Tredegar's estate, the Hanbury estate, and a great many old estates—where a family has been in a farm for a great many years, the rent has not been raised, although it would be quite fair to do so. Then, I think it would be equally unfair to reduce this very low rent by a uniform reduction, whereas the higher rented man has a large claim for it.

35,155. I allow that is quite true, inasmuch as there is not uniformity of rent; but what I contend is this, that it would be fairer and more equitable, I think, if there was uniformity of rents, and if the rents varied more in accordance with the price of stock and cost of production?—I think you will find that the old tenants whose rents have not been raised feel very grateful to their landlords for not altering them, and I rather encourage that feeling.

35,156. What about those whose rents have been fixed lately. How do those feel?—Those are men who have come in in the good times, and

Mr. *Richard Jones*—continued.

have paid what I call a market value for their farms at that time. Times have got worse, and we have made reductions from time to time. I could give you, I think, a farm that I know, as an instance.

Mr. *Seebohm.*

35,157. May I refer back for one moment to the Morgan case. I am anxious to get an explanation from you with regard to it. Do we understand that you think it is a case which shows it is best to leave landlord and tenant to settle their own affairs without outside interference?—I do, very much.

35,158. Supposing there had been a Land Court, the Land Court would have been bound to have taken the law as laid down by statute as regards these things, and do you think that the net result would have been any different from what it has been?—No, I do not. It would be settled after a very heavy expenditure had been incurred, because if you go to a Land Court you must bring proofs, and in order to bring up witnesses and have a valuation so made a very large expenditure would have to be incurred; whereas a respectable outgoing tenant and a respectable incoming tenant, as was the case in this individual case, could settle it between them, and in that case it was very nearly settled.

35,159. Then on the one hand the tenant, you think, would not have been able to substantiate any larger claim than the reduced amount mentioned by you?—I feel sure of it, for this reason, that his first claim (he was owing a large amount of rent) was a reason for his not paying the rent. I knew it was an inflated claim, and I insisted upon the rent being paid until the rights were substantiated.

35,160. Then if the tenant would not have been able to substantiate any larger claim, do you consider that the landlord's counterclaim would have been at all reduced by the judge of a Land Court?—It might have been, but we were as careful as possible by the employment of the best advice that we could get. I think upon one of the papers you will see what our valuer put down, and he is a man of very large experience.

35,161. Quite so. I do not want to go into detail, but what I wanted to go into was this, that supposing there was a Land Court, do you consider the number of cases of hardship would be lessened or increased by these disputes being, as a general thing, referred to the decision of a Land Court?—I think it would have the effect of not going to the Land Court at all, because I think that the expenses on both sides would be so very heavy that they would rather come to an agreement.

35,162. In such a case as this I understand you think that the Land Court, after all the litigation, would have given exactly the same decision practically as was arrived at?—Very much so, because I think you will see that the counterclaim overlaps the claim as far as we can make it out, and it would be said "Well, "knock off that difference and say that we are "quits." I do not think that would be a case for going to the expense and friction of a Land Court.

With reference to the question which Mr. Richard Jones asked me about a reduction on a farm, I have found the paper now, the reduction of the farm that I referred to as an instance was a farm that was farmed by one of our best farmers, and in February 1880 the rent was 200*l.*; it was reduced in 1883 to 180*l.*; it was reduced in 1886 to 163*l.* 10*s.*; and reduced in 1888 to 150*l.* So that that makes a reduction of 50*l.* in 200*l.* from 1880 to 1888—in eight years. I may state that beyond that several fields have been drained without any extra charge, for the benefit of the tenant.

Mr. *Grove.*

35,163. Do you know of your own knowledge of any land that has been enclosed within the last few years?—The last enclosure was the enclosure of Green Moor on the moor near Magor. I think that must have been somewhere between 1860 and 1870. Other commons were enclosed before I can recollect.

35,164. Then who enclosed that Green Moor; was it done by Act of Parliament, or by what process; do you know?—I cannot tell, because I have not any connexion with it. I merely know it as a fact.

35,165. You know nothing, I suppose, of Coed y paen?—I do know about that case. Mr. Nicholl is a large owner on that.

35,166. When was that enclosed?—That was enclosed, I think, in the year 1830 or about that date.

35,167. So far back as that?—Yes, and also the common Cefn Llwyn. Those are two places that I have known from childhood, and they were enclosed. So far as Coed y paen is concerned, some of the best land in the parish is in that enclosure.

35,168. So I see. You do not know how it was divided when it was enclosed. Was it divided amongst the landowners?—It was divided amongst the landowners.

35,169. And I presume under Act of Parliament?—I think it was under Act of Parliament. In those days they had not the conveniences of orders of court and other things that we have now.

35,170. Was there any reserved for recreation ground?—I think not. I do not think in those days recreation was thought of as much as it is now.

35,171. You always give a copy of your agreement to each tenant, I think you said?—Always.

35,172. When pasture is laid down does the landlord find the seeds?—I have never done so, because I have my own views with regard to that. I look upon the laying down to pasture as a course of husbandry suggested by the tenant, and for the tenant's own benefit. The landlord does not get any advantage by it.

Mr. *Grove*—continued.

35,173. Then you consider it is fair that the tenant should bear all the cost and expense of it?—I do, but as in the case of Cefn Llech there are several fields there that were stated to be laid down as permanent pasture, and the grass was only allowed to grow, and no permanent seeds were sown. We ascertained that to meet the claim.

35,174. As to fruit culture, do you think that fruit culture might be attended to more in the county?—I do, very much indeed.

35,175. Do you ever get any applications for orcharding from any of the tenant farmers?—No, but I have myself given trees, and they have unfortunately not been cared for, and it is money wasted.

35,176. Do you mean not properly protected?—Not properly protected. Further than that I may, from my experience in Monmouthshire, say that the picking of the fruit and the care of the fruit is not generally attended to. The fruit is shaken down instead of being hand picked, and is more or less bruised and injured before it gets to market.

35,177. You spoke of the family where two or three sons went into farms. Did those sons make the farms pay?—I think so. I think you know the individuals, Mr. Grove.

35,178. I happen to know, as a matter of fact, that one lost a good deal of money there. That is the reason I asked you the question?—Well, that I cannot tell. One is a surveyor of highways in the Caerleon district, and no doubt will come before you. He was one.

35,179. You do not suppose that could be done now in the present depressed state of agriculture?—What, that money could be made?

35,180. Yes, that money could be made?—I do. I know one or two farmers that are doing well.

35,181. Even as things are now?—Yes, even as things are now. But then I wish to state that they have been obliged to adopt a different course of procedure. Of course they have their farms, but they have certain ways of their stock being reared and distributed.

35,182. Does that form of procedure involve more capital than the ordinary farmer would have at his command?—I am hardly prepared to state that. I know that they buy in and sell out a great deal faster than the old farmer did. The old farmer bred and sold.

35,183. You would consider, I suppose, the fact of making a farm pay now is exceptional rather than the rule?—I say that the farmer, to make his farm pay, must alter his general commercial procedure

35,184. Let me pursue this with one further question: you think, then, if those alterations were made and proper intelligence brought to bear upon the farms, that even with the present depressed state there would be a decent return to the tenant farmer?—I should hardly state what the profits are, but I do not think there would be that very great loss that farmers who

Mr. *Grove*—continued.

persist in the old style of procedure no doubt feel.

Mr. *Richard Jones.*

35,185. You say that whereas the farmers used to take their produce to market on horseback they now have a horse and cart to take it?—No, a horse and what is called a trap. I wish to state that it is a trap, because you cannot haul any produce in a trap.

35,186. You mean a dog cart?—Yes, a dog cart.

35,187. Do you find fault with the farmer for that?—I do not at all, if he can make it pay, but I find fault with him if he has a horse and trap and drives into market every Saturday and does not pay his rent.

35,188. With what object did you make the statement?—That the living of the farmer now-a-days is much more expensive than it used to be. A large farm of 200 or 300 acres may be able to support a horse and trap, because in a large farm the trap-horse might be made useful to sow seed or to do many things, but on a small farm of say 70 to 100 acres my own idea is that a trap and trap-horse is a very expensive thing to keep.

35,189. You mean a bit of a luxury?—Exactly.

35,190. You do not think the farmers should have any luxury?—I would have a farmer live as well as he could, but still I think with a farm of from 70 to 100 acres that a trap and a trap-horse, we may call it a carriage, is rather a luxury.

35,191. You say that it is a hardship on the landlord that he cannot make a claim only as a set-off against a tenant's claim?—I think so.

35,192. But he has his remedy; if a farm is worked out he can turn his tenant off?—No; I mean where the tenant is leaving. Where the tenant is leaving, it is a well-known expression in these parts that he prepares to leave. I dare-say you can understand what that means.

35,193. Well, you see it takes two or three years to prepare?—He can do very well in one year.

35,194. You say that a Michaelmas taking is the best time of the year, Mr. Cooke?—I do think so myself.

35,195. Of course you have had a good deal of experience, and I should think that your opinion would be of value on a point of this kind. Would you go so far as to suggest that the tenancy should, by law, terminate at Michaelmas?—I can only answer that by a very general remark, and that is that the less we have of legislation the better. We eat, we drink, and we breathe with legislation; the only thing that we have not got is to sleep with legislation.

Mr. *Richard Jones.*

We have that in certain cases, too.

Mr. *Griffiths.*

35,196. Do farmers change their tenancies frequently?—Not except they are either too

Mr. *Griffiths*—continued.

weak or they turn out bad farmers. I think I read out that we have farmers on our estate for 40, 30, 20, 10, and 8 years.

35,197. Do you not consider the present time a time of great depression for farmers?—No doubt it is, but I must tell you that with regard to the farm that I let only in February I had several applications for it. I might really have increased the rent, but I did not do so because I had a good man.

35,198. Applications are plentiful generally in Wales wherever we have been?—Is not that a sign that people are anxious to go on farming?

35,199. Well, we have not found it so as a rule. We have found that the Welsh people are determined to cling to their holdings?—I have several Welshmen renting under me. On my own estate I have three Welshmen, and another Welshman is in a farm that was let only two years ago, and highly respectable people they are.

35,200. You have just mentioned that you have some experience of the farmers in England, too?—No; I do not know England.

35,201. You do not know whether they are in the habit of riding with their carriage and pair into town or into market?—No, indeed I do not.

35,202. You have heard of it, I suppose?—I know that there are large farms in England of 1,000 to 2,000 acres, where, of course, a large capital is at stake, and where they can afford to have proper agents to look after the farms when they are taking their pleasure—hunting or otherwise.

35,203. May I ask you, have you ever farmed yourself?—I have not.

Lord *Kenyon.*

35,204. I have some questions to put to you by Mr. Vincent: "Is not your position in re- "lation to the Cefn Llech case simply that the "outgoing tenant took bad advice, and suffered "accordingly?"—It is so, distinctly.

35,205. "Secondly. In your experience as a "lawyer, when bad advice was given by other "lawyers (I do not suggest you ever gave bad "advice), is not that the invariable rule of life, "viz., that those who have taken bad advice "must suffer?"—I must answer you first of all that I was going to say I am sorry to say that I have often been taken for a lawyer, but I am not a lawyer. There is no doubt that those who do take bad advice do suffer, and no one was more sorry that David Morgan was the sufferer than Mr. Nicholl, and the relations between them were such that after it was all over, and

Lord *Kenyon*—continued.

David Morgan had lost all he had, I believe, he wrote to Mr. Nicholl for a subscription. I have that letter. I do not know that I have it with me now.

35,206. It is not necessary to produce it. "Thirdly. Can you give us a rough estimate of "the amount the tenant lost by following Mr. "Parry's advice?"—No, I cannot.

35,207. You say he lost all he had?—That was for other things, I believe.

Mr. *Grove.*

35,208. Was it Mr. Parry's advice?—It was so, but I do not mean to say that he lost all he had. We believed that from other circumstances (I do not know what it was) his money went, and after he threw up the action he left the neighbourhood, and did not leave any address. We did not know what the cause of it was. He did write to Mr. Nicholl asking him to send him a sum of money, but Mr. Nicholl was so annoyed at his being put to so much expense that I do not think he sent him anything.

35,209. "Fourth. Is it not the case frequently "that under similar conditions one farmer will "thrive where another is ruined?"—I think so.

35,210. Mr. Vincent also asks you, "Will you "state your objections to a Land Court." I think you have done that already?—Yes.

35,211. Then he asks: "Would you spend "money on improvements if any scheme of "compulsory settlement of rent were estab- "lished?"—No, certainly not, and more than that, if there was a Land Court, of course the tenant would get all he could out of the landlord, and the landlord would have his rent paid on the day of the rent audit, whereas my experience is that if a man comes to the rent audit with 10*l.* or 20*l.* and says, "I have been unable to sell my "stock, there is a fair in a fortnight or three "weeks," we have always given him time.

35,212. Mr. Vincent says: "If the chairman's "suggestion, namely, that the landlord should "be compelled to draw the attention of the "tenant to the necessity of giving notice were "adopted, do you not think that it would be "felt to be a difficulty in the case of small "estates. On large estates of course it would "be quite simple?"—Yes, I think so, because small estates are sometimes managed by the owners, and they might forget it. In the case of large estates, of course they have a staff that would follow it out.

35,213. My suggestion, of course, was very crude (I had not thought it out much), that I would put it in the agreements?—Yes.

The witness withdrew.

Re-examined, 36,198.

Mr. R. Stratton called and examined.

Lord *Kenyon.*

35,214. You reside at Dyffryn Farm, near Newport?—Yes, my Lord.

35,215. Are you prepared with any statement?—I have no written statement, but I can make a general statement if you wish.

35,216. Yes, if you will, kindly give us your opinion upon things in general?—I come here,

Lord *Kenyon*—continued.

my Lord, as a representative of the tenant farmer class of Monmouthshire, of whom, I think, you have had only a very few before you at your recent sittings.

35,217. Quite true?—I do not know what conclusion you would draw from that, but I think, speaking for the tenant farmers, that I

Lord *Kenyon*—continued.

may say that it simply means that they have no grievances to complain of against their landlords, and they have no suggestions to make with regard to the general improvement of their condition; certainly not any suggestions which are calculated to do any injury towards their landlords, with whom the feeling is of an extremely cordial character. A resolution was passed, I believe, at the Monmouthshire Chamber of Agriculture sometime ago to offer the Commission any assistance they could with regard to the Commissioners' Inquiry, and at the same time a resolution was passed to the effect that anything in the nature of a Land Court was, in the opinion of the Chamber, not desirable. I have not the words of the resolution here, but my recollection leads me to think that that was almost exactly what occurred. Now, with regard to that particular point of a Land Court, which seems to be somewhat dwelt upon, I notice, in questions emanating from the Commission, I think I may venture to say that in Monmouthshire 99 out of every 100 tenant farmers would set their faces dead against anything of the kind. I think the objections to a Land Court are numerous and very serious. In the first place, I take it that a Land Court means a court for the arrangement of rents, to which any tenant could appeal, and therefore it means that a tenant has an absolute and indefeasible right to perpetuity of his tenure. That I understand to be the meaning of the Land Court as put forward by certain of the Welsh advocates of that scheme. I think, although I am a tenant farmer, that such a contention is utterly baseless. I do not think that the tenant farmers have any right whatever to make such a claim as that. In the second place, I think that the effect of it would be that the landlord would be a mere rent-charger; he would cease to take much interest in his tenants or his property, and the effect would be that landlords would not live as much upon their land as they do now, and I think anything that would tend to absenteeism would be a very great misfortune for the country. Then I cannot see any kind of necessity for such a court, because I think there ought to be no difficulty in arriving at a rent on the ordinary commercial principle of buying and selling, of supply and demand, which I contend as a rule must rule the scale of rents. Then again with regard to the settlement of disputes, it seems to me quite as feasible for two gentlemen arbitrators to come together and agree and fix upon a third arbitrator as it would be for a court to settle such a claim. Again, it appears to me that the constitution of this court would in all probability be considerably tainted with politics. That I think would be a most objectionable state of affairs. Then, how can a court of this kind be thoroughly conversant with the value of land? You may have two pieces of land one on each side of a road; one in good condition, being land which has been farmed possibly highly for many years, and the other in bad condition, which has been badly farmed for a number of years; they both come into the

Lord *Kenyon*—continued.

market at the same time; they are geologically and to the eye of a Land Court probably exactly the same in quality; yet it would pay a farmer better to pay 30*s.* an acre rent for one, for some years at all events, than it would to have the other at half or a quarter that rent. It seems to me, that the landlord and the farmer who is about to take the land are far more likely to arrive at the value of that land than any Land Court could possibly be, and I see no necessity whatever for any institution of that kind, and I think such an institution would be full of objections and fraught with the greatest possible disaster to the present condition of life in rural districts. Of course, what we farmers want to know at the present time from the Commission is, how we are to come out of these depressed times in a better condition than we are at present. I am afraid very little light has been thrown upon that subject so far by the witnesses; neither have the Commission indicated very much to us how it is to be brought about.

35,218. I think, if I may say so, the Commission get that information from the witnesses, not the witnesses from the Commission?—Still a Commission does indicate occasionally.

35,219. That must come in their report?—Exactly. We are looking very anxiously for that report.

35,220. I do not wish to interrupt you. Please proceed?—I am bound to say that I do not see how a general improvement can take place, unless there is a general improvement in prices. Of course, reductions of rent there must be, but when you come to talk about reductions in rent, and you hear of per-centages of 25 and 30, and this, that, and the other being given, of course it depends upon the basis upon which you start. Do you start from the rents of 1875, or do you start from the rents of 1860, or what not? One landlord is extolled as having given a return of something like perhaps 50 per cent., and another is thought niggardly if he only gives 15 per cent.; but possibly, if the case were gone into, it would be found that the one had raised his rents some 50 per cent. in the year 1875, and the other had not touched his since the year 1860. With regard to my landlords (and I rent under Lord Tredegar, the Duke of Beaufort, and Mr. Charles Lewis, of St. Pierre) they always, I must say, have endeavoured to meet the needs of the times as well as they could, and they have given reductions in rent. The last valuation, I think on Lord Tredegar's estate, was somewhere about the year 1860, and since then there have been reductions of 15 per cent., and last year 20 per cent; 15 per cent. we looked upon as permanent and now I must say I look upon the 20 per cent. as permanent until things take a turn, of which there appears to be no sign whatever at present. As to fixing rents upon the price of stocks, or the price of corn, as the case may be, I think it would be a most complicated and impracticable mode of doing it. One farm has a certain per-centage of arable land; another has a much larger per-centage of grass land. One farm is suitable, probably, for growing

Lord *Kenyon*—continued.

market produce, garden produce, potatoes, and that kind of thing, and another is suitable only for growing corn and so on. I do not see that you can possibly, by any scheme whatever, arrange any general scale based upon the price of stock or the price of corn; but undoubtedly the price of those commodities must affect the rents of the land, and I have no doubt that if these prices continue, rents must still yet fall. There is a general feeling among farmers, that land is too heaviiy taxed; it was all very well for land to bear the heavy taxation which was put upon it at a time when it had a monopoly of supplying the food of the people of the country, but since it no longer has that monopoly, we think that taxation should be fair all round. For instance, with regard to the maintenance of the poor in the time of Elizabeth, when the first poor law, I believe, was passed, it was considered the duty of everybody to give according to their ability. We think it a great hardship that the maintenance of the poor should now be levied upon real property only. I for my part think the basis of the income tax would be a very much fairer basis on which to levy such a rate as that. There may be other inequalities with regard to the taxation of land, but I need not go into details about that. However, we do think that the whole question of the taxation of land ought to be thoroughly revised. Dairying, I have no doubt, ought to be more largely prosecuted than it is in this country. Agricultural depression, I think you will find, has been less acute in the dairy districts than perhaps in any part of the country.

35,221. That is so?—And we are paying an enormous amount of money for dairy produce to foreign countries, which might very well be produced at home, and especially well, I think, in Monmouthshire and Wales. With regard to the small holdings which some people look upon as the panacea for agricultural depression, I cannot for the life of me see how small holdings are going to bring about large returns in proportion to the capital invested. It seems to me that a small holding is necessarily more extravagantly managed than a large one, and on the same principle that large businesses are always more economically managed than small ones, so I think the tendency must be rather for larger holdings than small ones. As to ownership of land, which we are told now is to be the great thing, and if people only had land of their own they would farm very much better and a much larger return would be got out of the land for the benefit of the owner and occupier, I cannot agree with that. It seems to me that the ownership of land is about the worst investment possible; 2½ per cent. has to satisfy the landowner at the present time, and bad as farming is, I think we might look to something a little better than 2½ per cent. in the future. I do not know that I have any general suggestions to make that would be of much value to anyone with regard to the Agricultural Holdings Act. I should say there seems to be a general feeling that that Act might be somewhat amended, and that the term for giving notice should not be fixed at so hard and fast a line as that indicated in the Act. There appears to be a general feeling (and I fully agree with it) that tenants should be fully compensated for all their unexhausted improvements; that there should be a system of compensation which could be thoroughly relied upon, so that a tenant should not be mulct of anything that he has invested in his holding, through any technical fault of his own, or through any Act. It appears to me that a high scale of compensation for tenants' improvements would be a desirable standard; so that if a tenant chose, he could leave his holding at short notice without being a loser. I think it is a most undesirable thing that a tenant should be a loser, or that he should feel he is a loser by change of tenancy. With regard to the feeling which I believe exists in some of the Welsh districts, that the tenants have an absolute right to maintain and to continue their holdings, again I say, I cannot see that right unless they have, as the Irish have done, reclaimed their land, built their houses, erected the buildings at their own expense, and so on. As to the statement that land is scarce, and that the tenants are numerous, that may be so just in their immediate neighbourhood; but how such a plea as that can be set up in these days of railways, when there are tens of thousands of acres absolutely running waste over in England, just over the way, seems to me to be ridiculous. There are thousands and thousands of acres now on landlords' hands in England, only awaiting tenants, and if those Welsh tenants, who I have no doubt are good industrious fellows, would only introduce themselves to some of the landlords in England, I am sure they would be welcomed there, and possibly with their industry and energy they would do very well. Certain I am, that these very small Welsh farmers work very much harder than the agricultural labourer, and they are in no sense as well off as the agricultural labourer on a well managed farm. I shall be happy to answer any questions, my Lord. I do not know that there is anything more I have to state.

35,222. With regard to the notice under the Act, in what way would you amend that. I suppose you would consider that some notice should be given to the landlord, in order that he might prepare a counterclaim, if necessary?—I was talking to a legal friend of mine yesterday about this matter, and he said that he thought that the notice should be permissible till a month after the termination of the tenancy. I really do not know exactly what the law is as it stands now.

35,223. The law is this, that a tenant farmer claiming compensation under this Act shall, two months at the least before the termination of the tenancy, give notice in writing to the landlord of his intention to make such claim?—Yes.

35,224. "Where a tenant gives such notice, the landlord may, before the determination of the tenancy, or within 14 days thereafter, give

Lord *Kenyon*—continued.

a counter-notice in writing to the tenant of his intention to make a claim in respect of any waste, or any breach of any covenant or other agreement. Every such notice or counter-notice shall state, so far as reasonably may be, the particulars and amount of the intended claim?"—I think that might be somewhat extended, certainly, my Lord.

35,225. It struck me that there should be some notice, and that if the tenant's attention were drawn to that fact that he must give notice, that would be sufficient?—Yes; but, of course, a tenant ought to give notice under the Agricultural Holdings Act, and he ought to have sense enough to know that certain rules have to be adhered to. But I think, perhaps, if you gave him a little more time and a little more margin, that would be sufficient. You must remember that, in changing tenancy, the outgoing tenant almost invariably goes to a valuer, and it is the valuer's duty to advise him, and he does advise him on all those points.

35,226. Yes. Of course one is very sorry that by any technicality a man should lose what he is fairly entitled to?—Yes. Again, I may say that, with regard to notice of improvement under the Agricultural Holdings Act, I think that if the tenant gave notice to his landlord that he proposed to carry out certain improvements, and if the landlord, within a certain specified time, raised no objection to that proposition, that it should hold good that notice had been given, and that the tenant should be able to claim.

35,227. That would constitute consent?—Yes.

35,228. Do you think there is anything under the Act for which a tenant might receive compensation which is not included. I know in some parts of Glamorganshire they wished us to add certain things?—Well, there is one point, namely, that there is no compensation, I think, for corn grown upon the farm. The objection to that was that it was open to fraud, and that unless vouchers could be shown for everything that had been bought and consumed upon the place, the farmer would be tempted to commit frauds to a very large extent which could not be detected. No doubt there is something in that; but, at the same time, I think it is a very great hardship that a farmer should not be compensated for the produce on his own farm which is consumed on the holding. I think he ought to be compensated for it.

35,229. Then with regard to that schedule issued by the Monmouthshire Chamber of Agriculture that is widely used, I take it?—I think so, my Lord. I understand the principle of that scale is very largely adopted.

35,230. Were you instrumental in drawing that up, to a certain extent?—Yes; in fact, I did draw it up. But it was submitted to tenants, landowners, and land agents, and thoroughly discussed, and it has been accepted as a fair basis of settlement, I think.

35,231. I daresay, by having such a good scale, the Agricultural Holdings Act has not been often used?—Exactly. I think the Agricultural Holdings Act has not been, perhaps, very largely adopted in its entirety; but in principle a good many of the provisions of the Agricultural Holdings Act have been adopted.

35,232. Then I notice (it was brought to our notice yesterday) the Monmouthshire County Council passed a resolution desiring a Land Bill containing a Land Court, and various other things. You think that is not the wish of the farmers?—No, I am certain it is not.

35,233. Because you say that the Chamber of Agriculture passed a resolution totally different?—Yes, that is my recollection.

Mr. *Grove.*

35,234. As to the question of a Land Court, to go back for a moment. If the landlord and tenant first tried to agree, and did agree, and arrive at a certain rent, then they need not go to a Land Court. If there was a difference between the two, and they were both wishful to arrive at a fair rent, and an equitable rent as between the two, would not that take away some of the objections to a Land Court?—But what would be the use of a Land Court if they did agree. If the agreement were already completed, where would be the advantage of a Land Court?

35,235. In this way, that there are different sorts of landlords. In Anglesea, a gentleman there, a very intelligent gentleman too, came before us, and he divided them into two classes. He said there were landlords *A* and landlords *B*; and he gave such a flourishing account of the landlords *A* that the Commissioners were unanimous in saying that those landlords were *A* 1. We put an extra figure to it. Still, he did divide the landlords into two classes, and I think it must be present to your mind that there are different classes of landlords, even in Monmouthshire?—Quite so.

35,236. Would you not let the good landlord and the tenant agree, and not go to the Land Court, and have the Land Court so that the tenant who is forced to go to it might go to it as a court of appeal?—My point is that if the landlord and the tenant cannot agree, they had very much better part; and that if their agreement is to be settled by an outside body altogether, in which neither has, so to speak, any interest, the consequence will probably be strained associations all the time that this tenant is in the farm, and it would be very much better that they should part.

35,237. Of course, one can see that position exactly. You think that it may do more harm than good putting them before the court?—I do.

35,238. I suppose you agree with a good deal of the evidence that we have had as to the extreme lowness of stock and of farm produce at the present time?—It is lamentable.

35,239. You have spoken as to abatements and reductions in rent. As to butter making, do you think the county council—by the way, you are on the technical instruction committee yourself, I think?—Yes.

Mr. *Grove*—continued.

35,240. Do you think the county council's attempts have been fully and properly appreciated in the county?—I do not think they are as fully appreciated perhaps as they might have been, but I have not the slightest doubt that it is gaining in popularity and is doing good. I think the investment is a good one.

35,241. Do you that more fruit could be grown profitably in the county?—I should say so.

35,242. Do you think as a rule, the landlords would be prepared to do a fair proportion towards that?—I have no doubt.

35,243. For instance, would they find the trees, do you think?—I should think so.

35,244. Do you think they would also protect them for many years?—They might, but I think a tenant would hardly call upon the landlord to do that. I think if the landlord gives the trees he would expect the tenant to protect them.

35,245. And to find all the labour?—Yes, that is not much.

35,246. You think that would be a fair division?—Yes, I do.

35,247. What is your view about butter factories so as to get more uniformity. For instance, I think we pay something like five millions a year to Denmark for butters into this country alone, and that in Denmark they have a thousand butter factories for a population of two millions, or two or three millions at any rate. Do you think something in that direction would be valuable for this county?—Not for this county, because this is a thickly populated county, and it would be more economical, I think, for the farmers to make their butter and take it directly to the consumer, either in the towns or in these colliery districts where there is always a good demand for that kind of thing; but further away, for instance, down in Pembrokeshire and the big agricultural districts, I think it is quite likely that that kind of thing would be a success.

35,248. So that you would divide the rural and urban districts into two parts for considerations of that sort?—Yes.

35,249. You speak of the vacant farms where farmers might go from this part and take farms at very low rents in other parts of England?—Yes.

35,250. Would those farms be suitable in the present depressed state of agriculture. I mean they are generally heavy land and corn farms?—Well, they would have to be laid down probably to grass, but I do not think there is difficulty in getting the land to take fairly well to grass, provided the grass is treated properly after it is laid down. That is a question of farming, which is rather a big one to discuss. Of course, there are some lands that take grass very much better than others, but if land is pretty well done after the grass has been planted I do not know the land that will not take the grass.

Mr. *Seebohm.*

35,251. I understood you to say that your opinion was very strongly that rent must ultimately be regulated by supply and demand, like other prices?—Yes.

35,252. At the same time, I suppose we must all admit that the rent of well-managed estates is below the competition rent?—Below competition?

35,253. Yes; that is to say, that there is such a competition for farms that they are not let to the highest bidder?—Practically no. It is not a rack rent. The landlord does not take the highest possible rent that he can get, certainly not.

35,254. Then that difference is a sort of gauge of the extent of what we call the land hunger?—Yes.

35,255. You will admit that there was such a thing as land hunger?—Yes, there was such a thing undoubtedly, but not now.

35,256. What I wanted to get at is what this land hunger really is. Is it that people are so ignorant that they compete for farms, and would be willing to give more than, if they were intelligent, the law of supply and demand would fix the rent at?—I think there is something in that suggestion; at the same time, there is the love of home, and the reluctance to go away from the neighbourhood in which they have been reared, and so on. It seems a very absurd idea in these days of railways, and so on, but I have no doubt that it does exist to a very considerable extent now. I was surprised to hear a farmer tell me this the other day. I saw him going from Newport on towards Chepstow, and I said: "I presume you are going up to Cirencester fair." He did not seem to know where Cirencester was. He said: "I have "never been on this line beyond Newport "before," and he lived within 12 miles of Newport. The same thing occurs, I have no doubt, to a very considerable extent. I have been astonished to find how little farmers go afield, and there are very many farmers in Monmouthshire who have never gone half a dozen times 15 miles from their own homes.

35,257. So you think if there was more intelligence there would be less land hunger?—Certainly, I think so.

35,258. So that the landlord really has to protect himself from this land hunger. He has to look at the fact of what the man can reasonably be supposed to give as a good tenant; and the lowness of the rent below the competition rent or the rack rent really is the measure of what he considers the difference between the rent the farm would pay at and the extravagant rent which land hunger would demand?—Yes, that would be so. At the same time, a landlord, of course, considers what kind of a tenant he has got, whether he has got a man who is going to do his land thoroughly well, or whether he has got a tenant who is going to beggar the land, and not keep the land up to the mark. That, of course, is a very important point of consideration.

Mr. *Seebohm*—continued.

35,259. So that even going by the laws of supply and demand, the landlord himself is induced not to make the rent too high?—Certainly.

35,260. Then you spoke also upon the question of peasant proprietorship?—Yes.

35,261. If we were to go back 20 or 30 years, and if by land legislation we had turned our tenant farmers into peasant proprietors, would not the depression in agriculture that we have passed through since have been much more severely felt by them as peasant proprietors than it has been now, when the loss has been shared by landlord and tenant?—I have no doubt about it.

35,262. Are you aware at all of the condition of peasant proprietors in France?—I have read something about it, and I think I may say that I know a little about it.

35,263. Have you ever come across this statement—a statement which was made by Lord Salisbury, who has lived a good deal in France himself,—that under the influence of this depression in agriculture, the little peasant proprietors are actually in some cases putting their holdings together, and letting them to a large tenant?—In France?

35,264. In France?—Yes, I have seen that.

35,265. Is not that an indication that large farming with capital in these times of depression, as a mere matter of commercial speculation, pays better than small holdings?—Certainly.

35,266. Even with the advantages of ownership?—Certainly, and I would point out that the conditions of small ownership in France are totally different to those in England. In France you have a very different climate; they grow and flourish principally upon the fruit of the vine, and not only so, but they have a very strong protective tariff, I think now something like 8*s.* or 10*s.* a quarter, which puts them in a very different position to that of the peasant proprietors in this country.

35,267. As a rule they are still holding under the old open field system of farming?—In France?

35,268. In France, in the corn districts?—I believe so, yes.

35,269. Do you think that, looking at it as a practical matter in mountain farming, small proprietors by some sort of co-operative system, for instance, in sheep farming, might throw their sheep together into one fold, and having one common shepherd might still be able to counteract the difficulties under which they now labour in the larger farmers getting all the sheep runs for their sheep?—You are now speaking of mountain runs?

35,270. Yes?—Well, I can hardly answer that question, but it seems to me that the arrangement by which a number of proprietors or farmers around a hill have each the right to run a certain number of sheep on the hill, or, as we said just now, where the larger farmer practically swamps the small one, is a very objectionable system indeed, and requires to be altered. I should say the small man has a very poor chance indeed, and where one hill is occupied by a dozen flocks there can be no success in farming on that hill. They are dogged and disturbed perpetually, which, of course, means destruction to the sheep.

35,271. Suppose we had in England the same thing that we have in the little Act which was passed for Scotland. I will state what it is. It gives power to, say, a village, to make arrangements which, if they are reasonable, have the authority of law for stinting the common?—I do not quite understand what you mean by stinting the common.

35,272. That is to say, a common that is unstinted, as I take it, is a common on which there is no limit to the amount of sheep that any person may put upon it. If by agreement amongst the householders in a village you stinted the common, and decided what proportion of sheep each person might put on, there still would remain the physical difficulty, would there not, that the small farmer, say he had the right of putting a dozen sheep upon it, would be under the disadvantage of not being a large enough farmer to have his own shepherd?—Yes, there would.

35,273. Then there comes the question, is not the only way of doing it to put all the sheep together under one herdsman, and have a common herdsman?—Well, that would be a matter of agreement, I think.

35,274. Do you think that that would be a possible thing?—I do not think you could have a law to that effect. If they could not do it by mutual agreement I do not think that any law would make the thing work properly.

35,275. I am not suggesting a law. I was merely suggesting this. It seems to me that the difficulty is in fact a physical one, and what I wanted to ascertain was, whether in your opinion the physical difficulty could be overcome by agreement between the parties in making one common flock?—I should think so.

35,276. That is the universal plan, I take it, in village communities in France, that they have their common shepherd?—I do not see any objection to it if the farmers could agree.

35,277. But do you see any possibility of doing it in any other way?—No, I do not; unless the common were divided and fenced, unless the hills were fenced, which I think would be very much better—apportioned out.

35,278. With regard to the question of three acres and a cow in pastoral districts, would it not be very much better, as has been done in some cases, that a largish field should be set aside in which several people should have the right of putting in their cows, than that an attempt should be made that each person should have his own little fenced off portion?—No.

35,279. You think not?—No. I think the small field would be very much preferred by the tenant. There is a disturbance of all the cows when you come to milking. One neighbour would curse the other for disturbing his cows, and all that kind of thing, and there would be

Mr. *Seebohm*—continued.

a perpetual feud. If you had your three little paddocks I think it would be very nice and very desirable that the labourers should have them if possible. The more people you can get on the land in that way the better.

Mr. *Seebohm.*

Thank you. Your opinion is very valuable, and I am obliged to you.

Mr. *Richard Jones.*

35,280. I suppose you admit that prices have something to do with the value of a holding, do you not?—I have stated so distinctly, I think. They have almost everything to do with it.

35,281. Your answer would almost imply the contrary. You said it would be very difficult to make price a basis for the adjustment of rents?—I do say that. It regulates, it must regulate the price of rent; but I say you cannot concoct a scale from the prices.

35,282. I do not suggest a scale?—I alluded to a scale.

35,283. Of course I do not suggest a scale. I merely say that some regard should be had to the price of stock and produce in the adjustment of rents?—It must be so.

35,284. That is what I have been contending for when questioning Mr. Cooke?—In the general way, of course, that must be so. At the same time there are some farms which produce chiefly vegetables or potatoes, or that kind of thing, which would not be affected, of course, by the price of stock and cereals.

35,285. You have stated that you did not agree with the proposal of security of tenure for the tenant?—Perpetuity of tenure.

35,286. Yes, perpetuity of tenure. You will admit this, that on large and well-managed estates, as a rule, the son takes the place of the father, does he not?—Yes.

35,287. There is a continuity of tenure in the family?—Yes.

32,288. Practically it would be no innovation if there was legal force put to the custom?—I differ from you there entirely. I think that is a totally different thing.

35,289. Practically, of course, I mean?—I think the cases are entirely different. If you come to make it absolutely a legal right on the part of the tenant, because a landlord has seen fit to continue the family in occupation of the farm from generation to generation, if that is any reason for making it legal that the tenant should have an absolute right generally and universally to such a privilege, I differ from you entirely.

35,290. You will admit, then, that insecurity of tenure is a block to good husbandry?—That depends upon the scale of compensation. If you have an ample scale of compensation for unexhausted improvements it is no bar to good husbandry whatever.

35,291. Of course there is a good deal of force in that, I allow. Now with respect to income tax as a basis; for local rates would you exempt people who do not pay income tax from paying anything

Mr. *Richard Jones*—continued.

towards the maintenance of the poor?—I would make the poor rate on the basis of the income tax. For instance, we will take the case of a doctor who lives in a house, we will say, of 60*l.* a year, and whose income is, perhaps, 1,000*l.* a a year. He pays to the poor rate on 60*l.* a year. I, we will say, for the sake of argument, on one farm pay—well, it would take a great many acres now to make 1,000*l.* a year from it, but whether I make anything, or whether I do not, assuming that I am farming 1,000 acres, I am assessed at 1,000*l.*; that would be somewhere about the case—in my own case it is a question of nearly 2,000*l.* a year that I am paying on in this county—what do I pay in poor rate as compared with the doctor whose income is larger than mine? I am paying 3*s.* in the £ on an assessment of 2,000*l.* a year, that is 300*l.* a year poor rate, and the doctor is paying 3*s.* in the £9 on 60*l.* a year and yet his income is bigger than mine, and he is as capable of paying to the poor as I am.

35,292. How would your proposal work in relation to the labourer?—The labourer pays no poor rate now. What class of labourer do you mean?

35,293. We will say a man receiving 15*s.* or 20*s.* a week?—Well, that is a matter of detail. I am speaking now, of course, generally. I say that the assessment for poor rate ought not to be levied entirely upon real property—houses and land. When I say the income tax generally as a basis, I am not sure one should not go somewhat beyond that.

35,294. Of course you will admit this, that there is a difficulty in localising the income tax. Supposing that a man has his income from Consols, or shares in coal mines, for instance. We will say that he lives here, and that he has shares in Glamorganshire. Where is his income to pay towards the maintenance of the poor. Is it to be here or in Glamorganshire?—Probably there would be difficulties, but I contend that those difficulties would easily be got over, and if the principle is right the difficulties would vanish. The difficulties of expending the money I think really would be greater than that of collecting—getting it done economically, I mean.

Mr. *Griffiths.*

35,295. How would you suggest where a tenant has farmed well upon his farm, and laid out a lot of money upon it, and with the depressed times he finds that, after all, he cannot make it do, and he goes to his landlord, and applies for a reduction of rent, and cannot get it, what do you suggest for that man to do?—Well, I should recommend him to try and get some cheaper land somewhere else.

35,296. And leave all his improvements and his good farming?—No, I do not think it would be necessary to leave all his improvements behind. I think there ought to be a liberal scale of compensation for his unexhausted improvements.

35,297. But at present we have not got that, have we?—That depends upon the agreement, the terms under which he is renting.

Mr. *Griffiths*—continued.

35,298. I am sorry to say we find a great many agreements where a tenant cannot get anything whatever for his improvements. He has nothing to do but to turn out, and leave everything behind him?—Well, in that case I should take a little time, and mow once or twice, I think, before going out.

35,299. You consider that there have been less of fluctuations in dairy farming than in any other ways of farming of late years?—Yes.

35,300. You recommend that wherever it is possible, and I should think that in this district it would be very much so, they should adopt dairying as their chief mode of farming?—I think so.

35,301. Do you consider in these depressed times that farmers in Wales have had their 2½ per cent. for the capital they have on their farms?—The tenants?

35,302. Yes?—Well, of course in a season like the last it is more than 2½ per cent. the other way a great deal, but if you take the last 10 years they have done fairly well, they have made a living. There is one point, if I might be allowed to mention now, that I forgot. Mr. Cooke hinted rather strongly, I thought, that the expenditure of farmers was very much larger personally than it was formerly. That may be, but I will undertake to say that farmers spend less on their persons, and what we may call personal and household expenditure, than any other class of tradespeople who are employing the same amount of capital that they do.

35,303. I am very pleased to hear you say so. Do you consider that the present depression is as great as in 1879?—Last year I think was the worst year I have ever had as a farmer. It is true there is this difference, in 1879 we rotted all our sheep, or nearly all of them, and this last year we have not done that, but the sheep were of very little value at the end of the season, though they were not rotted.

35,304. And the depression generally has been much greater now barring the loss of stock?—You mean in Wales?

35,305. Yes?—I think so, probably.

35,306. One of the Commissioners mentioned just now the subject of keeping cows. In Scotland I find that the labourers' cows are all kept together. The farmer keeps all the cows and finds them all food, turns them altogether into the same shed to milk, do you not think something similar to that would be better in this country?—Of course that could be done.

35,307. How do you find the labourers as a rule, do you find them as competent as when you commenced farming?—I am rather in a fortunate position. More so, I think, than the majority of farmers. I have a very good supply of cottages, and I have a very excellent lot of labourers. I may say that in my opinion labourers are as well off as any labouring men of the community. I find now that if I want a labouring man and a skilled labouring man—a milker—if I put an advertisement in the "Western Mail," and I get a large number of applicants, principally from these hill districts, showing clearly that when all things are considered they are better off on my farm at my wages than they are up here. I have two cases this year. One very good man went away from a neighbour of mine down to the town of Cardiff, where he was going to get 22*s.* or 23*s.* a week, and thought he was going to become a very rich man. I warned him at the time: "You will not be so well off as you "are now, having 15*s.* a week with a cottage "and a good garden." In less than a twelvemonth I had a letter from him asking me if I could take him on. I did, and he is with me now.

Mr. *Griffiths*—continued.

Lord *Kenyon.*

35,308. What wages did you say?—For milkers, 15*s.* a week and a house and garden free. He works seven days a week; he has to milk on Sundays.

Mr. *Griffiths.*

35,309. Anything more in harvest time?—Yes, in harvest time I give 1*l.* over for the hay harvest, and 1*l.* over for the corn harvest, that is instead of beer.

35,310. Do you not think farmers make a mistake in allowing good labourers to go into the works, and employing some older and inferior men very often?—Yes, no doubt that is so, but farmers are driven to such straits now that they take what they think is cheapest in the market, but it is not necessarily cheaper. I think it is a very serious thing for the country that there is such a falling off in the number of agricultural labourers, and I cannot help thinking that we are very nearly face to face with a serious national question, in the excess of surplus labour in the towns and manufacturing districts. What the consequence would be if we had a general depression in trade I tremble to think, for many hundreds of thousands in case of war or anything of that sort would be thrown out of employment, and there is no occupation on the land for them to go back to. It is a most serious national misfortune that these millions of acres of land are going out of cultivation. Here are at least three million acres of land that have been laid down to miserable poor grass during the last few years. Those three millions of acres ought to have expended on them at least 30*s.* an acre, that amounts to 4½ millions sterling, divide 4½ millions by some 35*l.* a year, and that will give you the number of agricultural labourers that would be required if this land were brought into profitable cultivation. From a national point of view it seems to me to be the maddest possible condition of things that we should be sending all our money abroad for things which we could produce at home, when our own people are really wanting employment upon the land, and one of these fine days we shall be suddenly wanting this food, and not able to produce it or procure it in the required time.

Mr. *Griffiths.*

I am very sorry we have not more time to deal with your very interesting evidence.

Mr. *Richard Jones.*

35,311. What is the character of your farming?—In Monmouthshire, do you mean?

35,312. Yes, your farming in particular?—I occupy nearly 800 acres at home, about three-fourths of that is grass. I have laid down about 300 acres of it myself. Some 250 acres are somewhat elevated ground, high and dry, and good for sheep, poorish land, but still kindly enough for sheep. Nearly all of that I have laid down, and I keep sheep principally upon it. I have some alluvial land, loam on a gravel, near to my house, of which I plough about 150 to 200 acres. The rest is grass, all that is good grass land, a good alluvial soil on a gravel. Then again, I have about 150 acres of what we call moor land, which means on the level; it is an alluvial deposit, and good land, but rather inclined to be wet. The same remarks apply to another farm of 700 acres near Chepstow, much about the same class of land as mine at home. Then I have a third farm at Usk, which I rent under the Duke of Beaufort, which is rather an interesting case, by the way. It is called a model farm. I think you heard something about it the other day. 11,000*l.*, I was told, was spent upon this farm by the landlord some 40 years ago in permanent improvements, drainage, and so on. It is 416 acres. I pay 150*l.* a year for it, and it is the worst and dearest farm I have got.

Lord *Kenyon.*

35,313. Is it very unkind?—Very miserable; cold, wet, wretched stuff.

Mr. *Seebohm.*

35,314. There is one point on which, I think, we have perhaps misunderstood you with reference to the incidence of the poor rate. You did not mean to imply that it would be right to put the same amount of taxation, whether for the poor rate or any other rate, upon the income of the doctor, who might die to-morrow, and the income of land, which goes on for ever, did you. It is merely to prevent misrepresentation that I ask you the question?—I understand your question to be: Would you free the land entirely of the poor rate?

35,315. No. You made a comparison between income from land and income from the professions. I think we should all of us agree that it would be unfair as a general principle of taxation, to tax the income which was entirely dependent upon a man's health to the same extent as you would tax the income from real property?—But in many cases there is no income whatever from land now. I do not mean to say that that is a general case; but the land has depreciated so very, very seriously, that I think it is only fair that there should be a general readjustment of taxation.

35,316. That I quite admit?—Because the conditions are entirely altered. When land had the monopoly of supplying the food of the country, it could well afford to bear extra taxation. It was only right and fair that it should bear extra taxation. I cannot help thinking that it would be very much wiser now to give it something like that same monopoly, and even increase its taxation if it would bear it.

Lord *Kenyon.*

We are much obliged to you, Mr. Stratton, for your extremely interesting evidence.

The witness withdrew.

Mr. Moses Walters called and examined.

Lord *Kenyon.*

35,317. Are you a tenant farmer yourself?—No, I am not. I come here to represent the tenant farmers of the district.

35,318. At their request?—At their request.

35,319. You are a county councillor?—Yes, I am a county councillor; and these tenant farmers mostly reside within the district that I represent.

35,320. Which district is that?—The Pontllanfraith district, taking in the western portion of Mynyddyslwyn and portions of the parishes of Bedwas and Bedwellty. I wish to state that the nature of the land in this particular district, as we see, is hilly, and not only that, but there are minerals underneath it, and coal is worked near the surface. The land consequently suffers thereby, and not only that. By the work of nature, in scouring there is very little thickness of soil. Besides, as in all mineral districts, the rocks come near the surface, so that really we have comparatively poor soil. It is found that it does not pay to raise corn, and the land is mostly laid down as grass; that the land is

Lord *Kenyon*—continued.

really deteriorating very much in this hilly district, because of not being able to do otherwise with it. My Lord and Commissioners, when land is laid out in grass, it has been mentioned here that it takes seven years, but the experience of the farmers in this district is that it does not take more than three years for that grass land to deteriorate very, very much. There is a kind of greyish moss that grows at the root of the grass that hinders it, besides other things that grow with it, and makes the land become in a very short time in rather a desolate and deteriorating condition. Then as to rents, the farmers of the district consider that their rents are from 30 per cent. to 50 per cent. too high to meet the depressing times. There are some lands connected with the Llanarth estate (Mr. Herbert's), not far away; and I must mention here, my Lord, that I am in a peculiar strait. Although I am representing these farmers before you this morning, I am not permitted to give specific statements on their behalf, although they are in my possession, because they have

Lord *Kenyon*—continued.

told me distinctly—a number of them—that I must not use their names, and consequently, in being forbidden to use their names, I am unable to particularise facts that are before me. I can tell you that they suffer in these parts very much. With respect to some, I am very glad to say that I am enabled to put these particulars before the Commissioners.

35,321. Give us those which you can?—One farm down below here is let at 10*s.* an acre, while the adjoining farmhouse—one that I am permitted to mention called Old Gelli—is paying 1*l.* an acre—60 acres paying 60*l.* rental.

35,322. On whose property is that?—That is on the Llanarth estate, Mr. Herbert's.

35,323. Whose is the property paying 10*s.*?—The same landlord, the same estate, and that is what I wish to draw attention to.

Mr. *Seebohm.*

35,324. Have they both farmhouses upon them?—Both farmhouses, adjoining land, and the same nature of soil pertaining to both.

Mr. *Grove.*

35,325. And you think the quality of the land is about the same?—About the same they tell me, only there is some rough land attached to the 10*s.* land, which there is not to the other. I ought to mention that.

Mr. *Richard Jones.*

How much rough land should you say out of the total acreage?

Lord *Kenyon.*

35,326. Have you the details of the acreage of those places?—Yes, the farm contains 60 acres of rough land. Now the adjoining farms are paying 1*l.* an acre—three farms really. But I am drawing attention to Old Gelli in particular, which I am permitted to do, and the tenant of that farm is now present in this room. It is Old Gelli that has 60 acres of land, and they pay 60*l.* rental.

Mr. *Grove.*

35,327. And all pretty good land in that case, I suppose?—Well, very poor land.

35,328. But no rough land?—No, no rough land. As I understand it now there are six tenants which have been in this particular farm in the course of the last 18 years. The present tenant has asked for a reduction.

Lord *Kenyon.*

35,329. How long has the present tenant been there?—Seven years, I think—Yes, he tells me so. He has asked for a reduction of rent, but it has been told him that if he did not like it he had better leave it, so as to give someone else a chance. I might mention in passing that there is considerable land-hunger in this district, and I have not a shadow of doubt but that if he left to-morrow, other tenants would pay the same rents, and be glad to have it, whether it paid them or not in the end. That is the state of things in this particular district. Now this tenant has private property which brings him an income of 4*l.* a month. This is all swept up by the rental. Besides that, he is by occupation a blacksmith, and he tells me that that also goes to pay the rent, and to have a living. He has two sons working on the farm. He is unable to pay them any wages, and they are simply living with him for their food and clothing. I think that will give a birdseye view of what really the farmers in this district do. I may mention, too, that on account of farms not being able to pay, they are compelled to do other things, and more than half of these farmers have to neglect the work of the farms so as to bring in any money that they can, by working in various occupations.

35,330. What size farms are they?—Small farms—they run 96, 58, 56, 55, 70, 60, 68—I should think an average of 60 acres, or 60 to 70 acres. With regard to this particular district, I am asked to mention that all the farmers of the district on this estate (I am speaking of Llanarth) combined with a petition to ask for a reduction in their rents about eight years ago, and having sent their request to Colonel Lyne, the agent, they not even received a reply in any shape or form. I ought to mention, before leaving this Llanarth estate, that they received 10 per cent. reduction, and they received it last year for the first time—that is, 10 per cent. reduction allowed for one year.

35,331. Abatement?—Yes, abatement. There is a little farm called Pencoedcae over by Pentwynmawr, about a mile and a half distant, that has 12 acres, and the late tenant paid 24*l.* for it.

35,332. How many acres?—12 acres, paying 24*l.* There were no reductions, and it is very poor land. There was a case also about two years ago of this landlord collecting the tithe. The late Dr. Lawrence, of Pontypool, was the landlord, and it appears that the tenant sent him a cheque for the tithe, and that cheque happened to be 11*d.* deficient; the cheque was sent back until the 11*d.* was completed, so as to get every farthing of the tithe and of the rent—the 24*l.* for 12 acres of land, and that of an inferior nature.

35,333. On whose property was that?—Dr. Lawrence's, of Pontypool; it belongs to his family.

35,334. Is he a large landowner?—He is dead now.

35,335. Is that a large property?—No, it is only just by itself, I think, in that district, a little property of 12 acres, called Pencoedcae. There is another farm also. I am most anxious that what shall be said will not possibly do an injury, and they are most anxious to simply speak the truth, and let the truth speak for itself, and that they shall not have to suffer hereafter. The landlord is here, and I appeal to him through you, my Lord, in what I shall say in regard to this farm this day, that no consequence shall follow.

Lord *Kenyon*—continued.

35,336. I have already said at several places, and Lord Carrington has also said, that there is an Act by which any witness who is intimidated can bring an action against the intimidator?—That is so, my Lord, and it is understood in that way, but the farmers tell me distinctly that there are other ways of doing an injury to the tenants, notwithstanding the law that is in existence. That is their fear in the matter; they have grave fears in that respect, and that has hindered me from giving their names here to-day.

35,337. I am quite sure those fears must be groundless. We have had many landlords come forward who have said they are only too anxious that their tenants should give their evidence, and whenever it has been mentioned they have stated that, and the Landlords' Property Defence Association of South Wales also wrote a letter to Lord Carrington, in which they said they wished to give the Commission every possible means of ascertaining the truth?—Well, I can only hope that that may be carried out, my Lord.

See 35,433. It is the case of Argoed Fawr, near Argoed, and the landlord is Captain E. D. Williams. I understand the land cost 15*s.* an acre, but the grave complaint here is of the wretched state of the house; it is really dangerous to live in. There is no house in all this district, and there are very poor farm buildings on the Llanarth estate, and those tenants wish me to draw attention to that fact; but there is no comparison in any way with the state this particular farmhouse is in. I ought to state that the landlord and the tenant have been speaking upon the subject of having a new house. He has built an outhouse, and the tenant felt that his poverty was so great that his income was more than swallowed up in paying the present rent, that he could not possibly haul the materials for a new house.

35,338. What is the size of this farm?—84 acres, paying a rental of 65*l.*, and 20 acres of this is rough land.

Mr. *Richard Jones.*

35,339. When you say "rough land" what do you mean?—Land that would not be worth 2*s.* 6*d.* an acre, coarse woody land, brushwood.

Lord *Kenyon.*

35,340. You say that the landlord and tenant have had some conversation about rebuilding the house?—About rebuilding the house.

35,341. What was that conversation?—That I think the landlord was willing to build a new house on the condition that he would haul the material free of charge. The tenant feels that he cannot possibly do so, because of the pressure of the times and the loss that he now sustains in working the farm. He, like others I have mentioned, is compelled to go out and do certain cartage or any work that he can get in the district, to meet the rent. I think he is a little behind at this present time; with his utmost endeavour he is at his wits' ends, like many more in this district, to get the rent paid.

Lord *Kenyon*—continued.

What is felt is that he and the family are suffering grievously with all the wet that we have lately been having; in fact, his wife is suffering very much, and is at this moment suffering great pain from rheumatics, all on account of the state of this particular house. I should like to appeal to you, if one or two of you could go up as far as this house and see it for yourselves. I think it would be a sight worth seeing.

35,342. How far is it?—It is only about a mile and a half up. I should rejoice, and they themselves would be, I am sure, pleased to see you. If you could possibly make a point of going, I shall be very glad. It is indescribable. I have a little power over the English language, but it is really to me beyond description. Then with regard to land taken for building purposes on this particular farm that I am drawing your attention to, there are two acres taken for colliery tips, a quarry, and a new road and over 18 houses that have been built upon it, without any compensation. I did not quite gather what it was for, but there has been 5*l.* allowed in the course of the last 18 years; compensation for something, I know not what, but some allowance. That is the money received, and the only money received. The same might be said of Penllwyn Farm. There is an acre taken for building from that farm without any compensation whatever. I am trustee connected with 12 houses building there at the present time. We have compensated the farmer 5*l.*, but he has not received any compensation from his landlord.

(Adjourned for a short time.)

35,343. Will you continue your statement?—I believe I was on the point that there was no compensation allowed for lands taken for building and other purposes.

35,344. You were saying that two acres had been taken for building without compensation?—Yes, Argoed Fawr Farm, where this strange house exists.

Mr. *Griffiths.*

35,345. What compensation was given in 18 years?—5*l.* allowed in 18 years. I afterwards thought to ask what it was for, but I forgot it then. I do not know how I overlooked it, but this 5*l.* was allowed for something. That is the only allowance, with the exception of a few truck loads of lime. There are two acres taken from this particular farm, now used as colliery tips and a quarry, and 18 houses that have been built upon it. The same thing is in existence down at Penllwyn Farm, near Tredegar Junction Station; an acre of land has been taken there for building without any compensation by the landlord. As trustee connected with the 12 houses that are built at present on this farm, we have allowed the tenant 5*l.*, but there is nothing, as I understand, come from the landlord.

35,346. What is the rent?—The rent of this farm is 125*l.* for 250 acres, 60 acres of it being rough land.

Mr. *Grove.*

35,347. That you have given us before?—Yes. Just here I think perhaps I might mention that my late father held Penmaen Farm, across the river, for 25 years, and spent upon it in improvements hundreds and hundreds of pounds, and when he left the farm he did not receive 10 per cent. of the money.

35,348. When did he leave?—He left the farm about three years ago.

35,349. What is the name?—Henry Walters, Penmaen Farm. It is well known to all those in this district that there was no man that put so much out upon a farm, unless one at Gellidywyll, as my father. For years and years he was at it constantly, but he did not receive 10 per cent of the outlay.

35,350. Did he hold it under a lease or as a yearly tenant?—As yearly tenant, and I may say they are all yearly tenants in this district except one; there is a lease of 99 years on that, and the leaseholder has told me that he should be very glad indeed to be out of it.

Mr. *Seebohm.*

35,351. How many years had he been expending this money?—During the 25 years he has spent, from first to last, 800*l.* to 900*l.*

Mr. *Grove.*

35,352. And when he left he only got about 10 per cent.?—Less than 10 per cent.

35,353. What amount was it he did have?—Altogether I think it came to about 30*l.*

35,354. This 800*l.* or 900*l.* spent is without adding interest?—Yes.

35,355. In what way was it spent, in permanent improvements, buildings, drainage, or what?—A little draining, but most of it in lime and manure, brought from various places, and soil, even soil, carried by the hundred tons.

35,356. To enrich the land?—To enrich the land, and that soil was mixed with lime, and it went on from year to year. He has been renowned for that in this district.

Mr. *Seebohm.*

35,357. May I ask whether the rent was raised when he left?—No, not to my knowledge. The fact is that the land has been divided up into three parts, and one of the part owners is in possession of the best of it, so that really one of the landlords is reaping the benefit of the outlay on that farm.

Mr. *Grove.*

35,358. Will you kindly continue your statement?—I am asked to say that the Llanarth tenants feel the difficulty that they are in, because of the young and inexperienced agents placed over them, the sons of Colonel Lyne. I think you have had the bad state of the farmhouses on the Llanarth estate?

35,359. Yes, you have given us that?—Now, as to the proposed remedies. I have taken considerable pains about the matter, Mr. Chairman, because of a certain little motion that is becoming annual at the Monmouthshire County Council. I am anxious to be unbiassed, therefore I have taken great pains to get from the farmers of the district their ideas, and I find they feel that something is absolutely wanted to change the present state of affairs, and they do not know anything better than to have a Land Court. They feel that in the present monopoly of the land, and because of the hunger for land, it is impossible to go and reason with their landlords, and to get the reductions that they feel they ought to have according to the price of produce and the times. So that their feeling is that we are really wanting a revolution in the land laws, and that this Land Court should come as experienced men between the landlord and the tenant to give them something that they can live upon different to what it is. They are looking forward to having some such court, not to be expensive, as one witness has put it, but they think it is quite possible to have an inexpensive court, that they can take before the court their case and have it this way fairly dealt with. They want also security of tenure. Having fair rents, they want to be in a position to improve the land, and having put their money into it that they or their children, as they follow, shall reap the benefit of their labour and not strangers. As it is now, there is nothing to induce them to put out their money. Unfortunately they have not much left, but when they had it there was nothing to induce them to put it into the land as long as they were yearly tenants, always open to no end of emergencies that could happen. Then, as to compensation for improvements, as in the case of my late father, neither the custom of the parish nor the Agricultural Holdings Act meets the case. What a man labours for he himself ought to reap as near as possible. If a man spends his money upon the land, then surely he should have the fruits of his industry and his capital. They do not see any chance to overcome that difficulty unless there is some radical change for real compensation for improvements, altogether different to that which exists at present. I think that will cover all my points. As to the Ground Game Act, I am happy to say that we are not overburdened with ground game just round about here.

35,360. Your three points are a Land Court, security of tenure, and compensation for improvements?—Yes, and fair rents.

35,361. Then, Mr. Walters, did we gather from you that you think there is a general disinclination of witnesses to come before the Commission?—That is so.

35,362. That, I suppose, you know, as a matter of fact?—I know it from personal contact and conversation with the parties that I represent.

35,363. As to the compensation of 5*l.*, that was given over a term of years for Argoed Fawr. You say there was some lime given also?—There were a few truck-loads of lime.

35,364. What would the value of a truck-load of lime be?—I could not say.

Mr. *Grove*—continued.

35,365. It would be about 5 tons, I think—at what per ton?—I have no idea of the value of it; but I hear someone say 3*l.* per truck load.

Mr. *Griffiths.*

35,366. While you are on this lime question, let me ask how often did the landlord allow some trucks of lime?—He did not mention that to me. He simply said he had allowed him several trucks of lime.

35,367. You do not know whether it was done annually or otherwise?—No, I do not.

35,368. You said that the tenants combined on one estate to ask for a reduction of rent?—Yes.

35,369. Did they go to the landlord, or did they send him an appeal?—They had a form of petition.

35,370. Have you that form by you?—No, I have not. I believe there is no copy of it in existence.

35,371. What was the result?—They sent to Colonel Lyne, Newport, and they never heard from him a word in regard to it from that day to this.

35,372. When they went to pay their rent, did not they mention it?—I do not know that. I have already stated that they have given 10 per cent. for one year, and one year only.

35,373. You spoke of Henry Walters' farm, your father's. What was the reason of his leaving there?—He retired—old age.

35,374. Did the landlord give him compensation as regards improvements?—There was a certain amount of standing improvements, a few fields there, and for manure.

35,375. Any crops?—All the crops and all the manure is in the 30*l.*

Mr. *Grove.*

35,376. And all the compensation?—And all the compensation.

Mr. *Griffiths.*

35,377. Then he gave nothing, practically?—No.

35,378. You complain, again, that the agents are inexperienced, and very young. What age are they?—Well, the age has not been given to me.

35,379. Have they had no experience in farming in any kind of way?—I do not think they have.

35,380. Have they ever been to an agricultural college for training, do you know?—Well, I do not know that. I might say the late estate agent is not long since deceased, and now there is a brother of his appointed, and, as I understand, without any experience whatever of land.

35,381. Then in the case where a tenant cannot have the necessary reduction of rent, so that he may get a living on the farm, you want some other place to appeal to besides the landlord?—Yes, quite so; a Land Court.

Mr. *Richard Jones.*

35,382. You heard Mr. Stratton's evidence?—Yes.

35,383. He thought that if a tenant got compensation on a liberal scale for any improvements he may have made on his holding, that it was sufficient to meet the necessities of the case?—I do not think it is. I hold that what a man labours and expends his money for, he should be liberally compensated for it, not by any graduated scale downwards to nothing.

35,384. I did not catch very well your reply. How do you express it?—Well, according to the Agricultural Holdings Act it is three years of exhaustion, is it not. Then for certain years it is graduated down to nothing.

35,385. Do you know anything about the scale adopted by the Monmouthshire Chamber of Commerce?—No, I do not. All I know is that there was a resolution passed at their last meeting that they should be affiliated to Lord Winchelsea's Association, which seeks protective tariffs, but that association, as I understand it, is a mixture of landlords and tenants; and I claim, Mr. Chairman—and this is the feeling of the farmers—that they are not in a free and independent position to face the landlords; and it is a proof of it in their not even being willing to venture with their evidence and names to come before this Commission, out of fear they dare not. I hold that the farmers are not in a free position to give utterance to the thoughts and feelings within them.

35,386. We, as a Commission, have nothing to do with Lord Winchelsea's Association. What you contend is this, that no liberal scale of compensation is sufficient to meet the necessities of the case at present?—That is my contention.

35,387. I will ask you this question. Do you swear by a Land Court—a Land Court the same as the Land Court in Ireland, for instance—or do you merely declare in favour of the principle of judicial rents—a rent fixed by a disinterested person?—That is it.

35,388. You have no particular scheme?—Nothing whatever.

35,389. That is the principle?—That is the principle, to put the tenant on equal terms with the landlord, and let them decide between the two, it being a fact, according to the land system of the present time, that it does not enable the tenant to be on equal terms to make a bargain. There is no free contract about it.

35,390. Owing to the competition?—Owing to the competition; the land-hunger, and the monopoly that exists in the land owned by only a few landlords comparatively.

Mr. *Seebohm.*

35,391. Mr. Walters, you say it is caused by a monopoly in land. Do you think it would be one whit better if there had been 10 times as many landlords?—No, if we had landlords such as Lord Tredegar, I do not think these grievances that I have placed before you

Mr. *Seebohm*—continued.

here to-day would exist, and if he was the landlord for this entire district, I believe it would be a great blessing in that respect.

35,392. So that the monopoly, instead of being a curse, in that respect would be of great benefit to you. What you really fear, is the monopoly being destroyed, and there being a great number of little landowners who cannot deal so properly and so easily with their tenants as Lord Tredegar would do?—I have personal opinions, but I wish to place the representative side of it before you. I have personal opinions with respect to which I should like to answer you, but that would not be in the region of being the representative of these farmers, because we have not gone into that ground; it is only the rough outline. If you asked my personal opinion, I should be pleased to give it, so far as I could.

35,393. Still, you are a witness, and we ask your opinion as to whether if the monopoly was destroyed by free trade, if I may use that expression, you would expect that the tenant farmer would be in a better or in a worse position?—My own opinion is——

Mr. *Richard Jones.*

35,394. Before Mr. Walters answers that question, if I understood you aright, Mr. Seebohm, it was not a monopoly of landowners but a monopoly of land. You see it makes all the difference?—My own personal opinion is that I should like to see the land nationalised, the land going back to the nation, where it once was, and not belonging to any landlord whatsoever, great or small.

Mr. *Grove.*

35,395. Do not enlarge on the point, because nationalisation of land expresses fully what you mean?—Yes.

Mr. *Seebohm.*

35,396. Would you expect that with nationalisation of land, the tenant would be better off?—I believe he would. I do not think our government would oppress the people as they are evidently oppressed now in this country, if it was so.

35,397. But if there was a great competition for land, and a great number of persons wanted to have a particular farm, how could you avoid in the long run the competition raising the price of the farm?—On the same ground as we think with regard to the Land Court, by statutory power—that they being impartial—national representatives—our parents so to speak—would act justly and honourably to all, not according to the demand, but according to the value of the land that is wanted.

35,398. I should have thought that in that case, with regard to the nation on the one side, and the tenant on the other, what is done must be fair for both, and that it would be very unfair to give a farm to one person at a less price if there were 100 persons willing to give more for it, would it not?—That is a question that arises because of the monopoly of the land. Here is the land; there is so much land, and it cannot go beyond that; we cannot manufacture that. We can manufacture most things, but not land.

Mr. *Seebohm*—continued.

35,399. But the nation would be just as much a monopolist. The land would be in no greater quantity, because it was divided, than before. But we will not pursue that question. The only question I wished to ask you was with regard to these two cases which you mentioned, one on each side of the road, in which you said that one farm was let at about 10*s.* an acre, and the other was let at about 1*l.* an acre, and you thought it was unfair. All I want to do is to ask you whether you do not think that evidence of that kind is of very little value unless you go into particulars and really understand what is the reason of the difference. Now, taking the case of the 60 acres at 60*l.*, I think you stated that the tenant was a man who was a blacksmith?—Yes.

35,400. That is to say he had another trade besides his farming?—Yes.

35,401. He was in possession of a certain amount of property, because he had an income of 48*l.* a year. Now such a man, if he wanted to live simply and in an ordinary house, without anything else but the house, would have to pay something like 20*l.* or 30*l.* a year rent, would he not?—I do not think so in this district.

35,402. Would you say that 20*l.* a year rent was a high rent for him to pay?—With the state of that house at the present moment, I should consider it too much to pay. The house being in a bad state.

35,403. But without our having further information it does not seem to me at all a dear holding for a man who is in another trade, he thus being able to have a house to live in and 60 acres of land for 60*l.* a year?—I beg your pardon. I was speaking of the house alone, and putting the value on the house alone, without the land.

35,404. But it has 60 acres of land in addition to the house?—Yes.

35,405. Perhaps you can give us further information about it which would make it seem to be dear. It does not seem to be dear; here is a man who is a blacksmith, and who has property of his own of 48*l.* a year, and he wants a house to live in; he does not simply take a house without the land, but he says he is willing to take the house and the land for 60*l.* a year. There is no hardship on the face of that, I think?—The hardship comes in here, that with the depression of times that now exists, it is an utter impossibility for that farmer to pay his rent by the working of it. Then the sequence must arise that the means whereof must come from somewhere, and the somewhere is out of his private estate which brings in this 4*l.* every month, besides his daily toil, to meet this rent, and to meet the deficiencies that now exist.

35,406. I cannot see it in that light. It seems to me that if a blacksmith wants a place

Mr. *Seebohm*—continued.

to live in he does not expect to get his living out of the house that he hires as a residence?—If he as a blacksmith lived, he could live in a comfortable house in this district for 15*s.* a month; he could have a comfortable house at that amount.

35,407. Yes, but then he thinks that he is better off if he takes a house with 60 acres of land and pays 60*l.* a year for it?—True.

35,408. It is not necessary for him to take it unless he likes. He has another trade, and he might live in a 10*l.* house if he liked?—Yes, but having this farm, and like my father in trying to improve it, there is something at stake, and he does not want to lose more than he possibly can help, or else, doubtless, the man would leave.

35,409. All I can say is, I think that unless you know the circumstances of the case a great deal more clearly than you have put them before us, it does not seem to be a very extraordinary case. I take it that in this part of the country, where there are a number of cottages, as one can see, that there are a great many other trades; it is a populous district, and there is competition for places to live in in a comfortable way, and a man who is in trade and who wants to have not only a house, but 60 acres of land around him, would expect to pay a higher rent than the mere farmer under such circumstances, would he not?—My point, or the intention of my point, was this, if you would allow me to explain. I contrast the difference on the same estate, between the same quality of land, with only the road dividing them, and with the difference of double the rent. Then in the face of that, the man that pays 10*s.* per acre rent claims that that is even too dear, and if that is too dear what of the other.

35,410. But in the other case that you stated it is not fair to say that is 10*s.* an acre rent, because by your own showing 60 acres of that was rough, and if you reduce the 250 acres to 190, it is 190 acres at 125*l.* a year. That is a different thing?—Admitted that that is rough land and is not worth more than about 2*s.* 6*d.* an acre.

35,411. So that I do not think it is fair to say that there are two farms, one on each side of the road, one of which is 1*l.* an acre and the other is 10*s.* an acre; it does not convey much to our minds?—Perhaps this will: here is adjoining and surrounding this Argoed Fawr Farm, land that is given at 8*s.* an acre—the same nature of land, the same quality of land, only under a different landlord, and if it is a fair price to give 8*s.*, why give 15*s.* The surrounding land down below, under Lord Tredegar, is 7*s.* 6*d.* and 8*s.* per acre, with 20 per cent. deduction on that. But here is land at this figure that I have mentioned to you, with 10 per cent. deduction for the last year only, and with no deductions at all up at the Argoed Fawr.

35,412. I do not dispute the fact in the least. All I say is, that there may be certain circumstances connected with this little farm of 60 acres which makes the 1*l.* an acre not a dear rent, and that therefore the evidence that you wish to give is hardly fair unless you can show that the two things are on all fours. I will not pursue it any further. All I desire is simply that the Commission should understand the circumstances of the case?—I do not want to be unfair.

Mr. *Seebohm*—continued.

35,413. Not at all, but all I want to understand is whether this little farm of 60 acres is a purely agricultural holding?—It is a purely agricultural holding, but as I have said at the commencement of my statement, the land in this district is poor land—very poor land in comparison with the strong lands of the other, the eastern districts and the southern portion of our county. That is all—that the price in regard to the quality of the land is such that it will not bear to give them a living, and to meet the rent.

35,414. I do not like to leave it so, because what we really mean is that it is not expected that out of this building the living of the person who is living on it should be got. He is a blacksmith; he is a man in trade, and he occupies this farm as a residence?—Not necessarily so, because here——

35,415. It may be so, I mean?—It may be so, because here are the two sons working the farm, and working it without any wages, simply for their food and clothing. He is an outsider, and although he is responsible for the rent, yet there are two others who are doing the work, as I have stated.

Mr. *Grove.*

35,416. There are a few questions handed in by Mr. Vincent. One of the questions will touch this point. "What is the rent of Gelli Farm? 60*l.*, is it not?"—Yes, 60*l.*

35,417. "How does that carry off 4*l.* a month, "and the profits of a blacksmith's shop?"—I can only give you the statement of the tenant himself. He is here to speak for himself, if necessary. He told me that it is swept up by the rent, that is all I know.

35,418. Has the man got a very large family?—I do not know the number of the family.

35,419. An expensive family?—No, not expensive.

35,420. Then, "Can a man farm such a farm well and carry on a blacksmith's shop?"—As I have stated, he has two sons that do the farming work, and the man himself does not do anything on the farm.

35,421. "Was there a house and buildings on this 24*l.* a year farm that you mentioned?"—Yes.

35,422. That is Pencoedcae, is it not?—There is a small house and a small outbuilding which will give shelter to three cows, I think.

35,423. "Colonel Lyne's sons, of whom you "complain, are working under their father, are "they not?"—I believe they are.

35,424. "Can you say that Colonel Lyne is without experience?"—Certainly not. There would be no dissatisfaction whatever if he

Mr. *Grove*—continued.

himself took the matter in hand, and did not transfer it to his sons.

35,425. "You complain of absence of uni-" formity of rents apart from the question " whether they are high or low. Why do you " complain of this? On what principle? What " does it matter to *A.* what *B.* pays?"—It does not matter to *A.* what *B.* pays, but, at the same time, if the land proved by its working that it does not pay more than a certain given rent, then that rent should be brought down, so that it can be made possible for a man to get his living from it.

35,426. "Have you not forgotten part of the " name of one of the farms of which you speak? " Is not Argoed Ucha the name?"—Possibly it may be. It is locally known as Argoed Fawr. I do not know what the landlord himself may call it.

35,427. "As a matter of fact, were not expen-" sive alterations half completed when the tenant " refused to go on with the haulage?"—As I understand it, there was an outhouse building.

Mr. *Grove*—continued.

35,428. That you stated, I think?—There is no other building. There is a dry wall; the foundations of it are put there, for some other buildings, but that was not gone on with, because the tenant felt that it was not what was wanted.

35,429. The main point that Mr. Vincent wants to know is this: Did the tenant refuse to go on with the haulage?—As I understood him, he said that it was impossible for him in these depressing times—he was unable to pay the rent out of the farm—to go and do the haulage without any payment to make a new house under the circumstances.

35,430. Then Mr. Vincent asks, "What are you, tenant farmer or what?"—A quarryman.

35,431. A quarry owner, I suppose?—A quarry owner, stone merchant.

35,432. Then, "Is all you have told us about " the quality of land mere hearsay, or of your " own practical knowledge?"—It is partially of both.

The witness withdrew.

Captain Edmund Williams called and examined.

Mr. *Grove.*

35,433. Captain Williams, do you wish to make a short statement with reference to the condition of the house that has been alluded to?—I should like to do so.

35,434. You are Captain Williams, of Maesyruddud?—Yes.

35,435. And the owner of the property that Mr. Walters has alluded to?—Argoed Ucha.

35,436. Will you kindly make your statement. Mr. Walters, as you know, touches upon two or three points; he says that the condition of the dwelling-house is unsuitable, and also that it is dangerous?—With regard to its being dangerous, I do not believe we can find it to be dangerous. At the same time, I would much rather myself that it were repaired and put into good condition.

35,437. May we ask you why? Have you ever tried to arrange with the tenant mutually that it should be put into such order, and if so, why is it not done?—I may tell the Commissioners that I think about eight years ago or so, there was a complaint there as to some of the outbuildings. I went over to see them myself; it is not very far from my place, and I went over to see them, and I engaged some men to draw down an old building which was a kind of slope, and I went to the expense of doing that. Not only did I do that, but I also built up a new building for him, where he could tie I really forget how many cattle, and I also built a bit of small stable for him, which would make two stables for his farm. In addition to that, I improved a granary. I stripped the whole of that, and a good part of the barn. In fact, I went to a great expense altogether in getting this all done. There was another place underneath this barn which was quite wet. I went over there myself,

Mr. *Grove*—continued.

and saw that the water was running in there, and could not run out of that place at all, and he merely used it then for the purpose of keeping a few geese now and again. I asked him why he could not get that done, and would it not be better for him to get the water from there. He said no, he did not think it was worth while. However, I got this done. I said, "This must be done." I got this place cleared, and had it pitched, and I made a very nice comfortable little place of it for him to keep any cattle in or anything else. Then beyond that there was a division inside; that division was put up and put in order, so that he had two very nice little places there underneath the chaffing room. I went to the expense of raising this chaffing room for him. It was very low. I drew off and unstripped the whole of the roof, and put it on fresh, and not only that, but raised the walls four or five feet, so as to give him a nice comfortable place for doing his work in. There was one other matter before going to the house. At the time I built those new buildings that I am speaking to you of, I wanted to get a wall built for him. There was a nice little courtyard there, but it was not fenced off. There was a broken wall there, and there was a kind of old stile leading from that place into a field. So that I suggested to this man, the tenant Morgan, that I would build a wall for him, so that he might be able to enclose his cattle nicely, and be able to milk his cows there. He is in the habit of keeping 10 or 12 cows to milk. I thought that would be very useful to him, and I suggested it to him; in fact, I got the masons to commence to work. There were a few spare stones there which belonged to this old wall; I got those utilised so far as they

Mr. *Grove*—continued.

would go, and then I said to Morgan, "Now we "are getting short of stone." I said, "We can- "not finish this wall unless you bring some "stone." Then, indeed, he did not seem to care about taking the stone there; he preferred leaving it as it was to doing that. I think we did hear Mr. Walters speak of some old wall, the ruins of an old wall there. The ruins of that wall—the foundations of it—are there still, and have never been touched. I am speaking perhaps a little out of book, but I am quite sure that would be a matter of seven or eight years ago. At that time I suggested to him—I knew the house was in a bad state of repair—I suggested to him many and many a time, and more than once indeed, that this house should be taken down. There was plenty of material in it, I told him, and there would be no stones required to be carried for that, because it was an old house that had been a kind of mansion at one time occupied by a very respectable old family who lived there in the neighbourhood. I suggested that, and he said, "No, I will not do "it at all; I would rather leave it as it is," and that is the way in which it has been going on.

35,438. So that we understand from you that you made an offer to the tenant about seven or eight years ago that the thing should be improved, and that he expressed to you the fact that he preferred that matters should remain as they were?—Exactly.

35,439. Have you done any repairs to the house since that time, or has it been allowed to go on in much the same condition?—No, it has not been allowed to go on. I can safely say this, Mr. Chairman and gentlemen, that it cost me very much more money to keep this house in repair according to the wish of this man than it would have cost to have built this house. I know that it would have been better for him if this place had all been done up anew, for every year or two I have to engage a tiler, and sometimes a carpenter, to go and keep this place somewhat straight, and to keep it dry for him. That was exactly the position he was in last time.

35,440. Then we will go now to another point. As to taking land without allowing compensation to the tenant. Has any land been so taken for quarrying or for building purposes?—There has been some land. Our friend Mr. Walters here put it down at two acres, I believe.

35,441. Yes, one acre for the house and one acre for building?—I should be very glad if the Commissioners would be kind enough to go up and view it themselves; then I firmly believe—they need not listen to me or to Mr. Walters—but they would be convinced in their own minds that there is nothing like two acres there. I do not believe there is an acre of land, and that is very poor land. It is on the brink. There is a quarry there, and they start working the coal from a certain point where the rock commences; underneath that rock the coal has been worked, and this place here is perfectly dry; underneath the buildings have been put in a position where they would not fall into the old workings; nothing would interfere with them there, and the gardens again run up a short distance into this bank.

Mr. *Grove*—continued.

35,442. But supposing that the quarries and the buildings only took one acre, do you consider that you ought to have made any compensation for it, or have you considered that the rent was so low that that fairly covered the question of compensation?—Quite so.

35,443. That is your view of it, is it?—It is partly so—partly so in this way. I consider for one thing this Argoed place is now becoming rather a populous place. Of course we always find that where new houses or cottages are built on any place, there is a greater demand for any agricultural produce in the immediate district. What I say is that those cottages that have been built there, would more than reimburse him by the sales he can effect there in selling milk to these people close at home. That is one of my points.

35,444. I suppose he is a yearly tenant with you, is he?—A yearly tenant, quite so.

35,445. So that he could have left you at any time during the past years if he had wished to do so?—Quite so. I do not like to expose my tenant, but if you gentlemen only knew how this tenant and myself stand, I know you would fancy I was a very lenient landlord, I am quite sure of that. I do not like to say anything further.

35,446. Will you tell us just roughly how much has been spent on this place in those earlier years you spoke of, in buildings and improvements?—Well, I could not really say exactly, but from recollection it must have cost me between 200*l.* and 300*l.* I am quite sure it must have cost me that at the very least.

35,447. Have you anything further to add?—I can say one thing, and that is this, that this very farm that has been spoken of now as being so very highly rented, and all that kind of thing, was before I had it—before it came into my hands—rented at 80*l.* a year for a great number of years, and now I am getting 65*l.* for it. For many years before I took it—in fact, when I did take it—that is a matter of, I daresay, 25 or 30 years ago, it was let at 80*l.* a year, and the rent I have been getting is 65*l.* There has been no change in the rent of this farm since I had it. I did not advance him during those fine rich times that we had for the farmers. There was no advance made, in fact I am not in the habit of doing that. I prefer to leave the tenants alone if they can do any good by it. That is my policy in letting my farms on my little estate.

35,448. The Commissioners think that it is hardly worth while to pay a visit to this place. The question of the area of half an acre or so, more or less, does not affect the question, and you practically admit that the house is not in such a condition as you would like?—Quite so. I have considered that it is so for years, and I have impressed upon them the necessity of getting it done, but they would rather leave it as it is. "Do repair a little for us, and we "would much prefer it; if you would kindly

Mr. *Grove*—continued.

" repair we would much prefer it." That is what they say, and this is the grand complaint that we heard before this Commission.

Mr. *Griffiths.*

35,449. Do you charge any interest upon the outlay you are put to?—Not a halfpenny. I have never charged a halfpenny. I never have in all the buildings I have erected on my estate, and I have never advanced the rent a halfpenny —I have charged no per-centage whatever.

35,450. Have they made application to you within these last eight years to have this house? —Not at all, not the slightest in fact I have offered it to them over and over again, but they will not have it.

Mr. *Griffiths*—continued.

The witness withdrew.

Lord *Kenyon.*

Mr. Vincent wishes me to state that he will endeavour to obtain a return from his clients in South Wales and Monmouthshire as to the value of farmhouses and buildings in their relation to the land. We shall be very glad to receive it.

Adjourned to to-morrow morning at Monmouth.

FORTY-FOURTH DAY.

The Shire Hall, Monmouth, Monmouthshire, Friday, 16th March 1894.

Present:

Lord CARRINGTON, G.C.M.G. (Chairman).

Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederic Seebohm, LL.D., F.S.A.

Mr. T. E. Morris, Acting as Assistant Secretary.

Major Edward Longworth Lister recalled and further examined.

Chairman.

See 34,568 –655.

35,451. Have you any further evidence you wish to lay before the Commission?—No, nothing beyond my evidence the other day; but I have some rebutting evidence to give.

35,452. What do you wish to rebut?—Mr. John Pritchard, at Newport, on Wednesday, made several statements which were not at all accurate.

35,453. Will you take them *seriatim*?—I have a copy of the shorthand notes here. The question put to him in relation to Courtybella Farm was this, "Is it in a very bad state of "repair?—Yes, it is in a very bad state of "repair. In fact it never was only one room "down and one up, and it is nearly tumbling "down. What does the Duke say—why will "he not repair it?—Well, it is only the agents "I have applied to. What do they say?—They "say they cannot do it on the small rent." I beg to say I never said anything of the sort. He came to me and asked me to repair it, and I referred to the books and found he was on a repairing lease, so that I wrote him a letter, which he quotes at the end of his evidence, to say that he must do the repairs himself. I will put in the agreement presently.

Sir *John Llewelyn.*

35,454. Is that lease now in existence?—It is an agreement. He asked for a lease, and in my letter I told him that as the Duke's tenant he was quite as safe with an agreement as on a lease.

Mr. *Seebohm.*

35,455. The agreement is for a lease of how long?—A yearly tenancy. I have only just got it out to look at this morning.

Chairman.

35,456. Do you give him a yearly tenancy and expect him to keep the place in repair?—I will put in the agreement (*handed*).

35,457. I see the date is 1837, and it says the said David Pritchard has for one year and so on from year to year until six months notice in writing shall be given by either party to determine the agreement, those two cottages, barns, and other buildings, and five pieces of ground thereto belonging, containing 4 acres 3 roods and 25 perches (more or less), situate in the said parish of Llanbaddock, and so on. He agrees to rent the said premises for the said term, to pay the said rent twice a year, to pay the land tax and all other taxes, "to manage the land in "a proper husband-like manner, and according "to the custom of the country, and upon quit-"ting to leave the 'buildings'"—that word "buildings" is put in in writing, it is not in print?—Yes.

Chairman—continued.

35,458. "Hedges, ditches, gates, and stiles in "a good state of repair?"—You see, my Lord, we scratched out the clause against sub-letting, because he rented two cottages with that piece, and it was scratched out in order to give him the chance of sub-letting to make some money. I have some notes which perhaps will throw a little light on that.

35,459. Do you know whether any repairs have been done on this property since the occupation by the Duke?—The lease expired before that, and then that agreement was granted on the lease expiring. In 1837 David Pritchard succeeded Mary Jones in two expired leaseholds, namely, the late James James, 2 acres 3 roods and 31 perches, and the late Martha Ellis 1 acre 3 roods and 34 perches; altogether 4 acres 3 roods 25 perches, and entered into an agreement to pay 7*l.* per annum for two cottages, barns, and other buildings, containing the above and keeping the same in repair.

35,460. Does he live in one of the cottages?—No, he works on the railway. His mother lives in one of them and the other one, I am told, has tumbled down altogether.

35,461. One of the cottages has tumbled down altogether?—Yes.

35,462. And the other one is occupied by his mother?—Yes, the other one is occupied by his mother; the one in respect of which he came to speak to me about repairs.

Chairman—continued.

35,463. He pays 7*l.* a year?—He pays 7*l.* a year.

35,464. Can you tell me whether you have any note of any repairs having been made to those cottages at all, and if so by whom, in the last 20 years?—I have no knowledge of any repairs being made, and I should imagine not, because he took them on a repairing lease.

35,465. You do not think the Duke has repaired them himself?—No.

Mr. *Richard Jones.*

35,466. Was there any penalty attached to the conditions?—Will you kindly look at the agreement?

Sir *John Llewelyn.*

35,467. What security had Mr. Pritchard against disturbance?—He had no absolute security. He was only a yearly tenant.

35,468. Is it customary on the Duke of Beaufort's estate that there should be repairing leases given upon yearly tenancies?—Some of those small holdings are like that.

35,469. Has it been the custom for a very long time back?—Well, I cannot go very far back.

35,470. You go back here to 1837. Do you know whether it was customary prior to that year?—I cannot say that.

35,471. I do not ask you of your own knowledge?—I cannot say. I have my head clerk here, if you would like to ask him. He has been 14 years in the office.

35,472. Are there many other tenants who hold under the same agreement?—I do not know how many, but there are some, I know, in that neighbourhood.

Mr. *Griffiths.*

35,473. Is it not a fact that he pays at present 8*l.* a year?—That is including tithe, I believe. That is since the tithe has been put on.

35,474. That is rather a strong advance for the tithe, is it not? How much would be the tithe upon that little plot?—He says in his evidence that 1*l.* was added 12 months ago to cover the tithe.

35,475. That seems rather a large sum to be added on account of the tithe. The tithe on that ground would scarcely amount to half that?—I see he says, "It may be a little more "land now as we have hedged in a little more. "We have added a little off waste land and "broken old land up.

35,476. That would account for it?—Yes. I see he says, "There are a lot of these little "pieces around there, but nearly the whole of "the houses have crumbled down and they "have been added to other farms;" and he alludes further on to the very bad state of the buildings in many of these houses near there. All I can say is it has never been brought to my notice in any way. No one has asked me to do any repairs there, and those, he alludes to must be either cottars or persons in the same way that he is.

Mr. *Griffiths*—continued.

35,477. Have you ever visited them yourself?—I know the country very well from being close to there, but I have never visited them since I have been in office.

35,478. You have only been in office about six months?—Yes, about that.

Mr. *Richard Jones.*

35,479. Do you know when the cottage was allowed to fall?—I do not know. He sub-let it for a long time before he let it tumble down altogether.

35,480. No action was taken by the Duke in consequence of the cottage tumbling down?—No.

Sir *John Llewelyn.*

35,481. He put in before us a letter from yourself, which appeared to be equivalent to a security of tenure, telling him that he would not be disturbed?—The letter I wrote to him was this, "Dear Sir, You are quite secure in "your tenancy without a lease, and you ought "to do the repairs yourself." The impression I meant to convey, and what all the Duke's tenants understand, is that so long as they are there and pay their rent and go on fairly satisfactorily they are never disturbed and never turned out.

35,482. That would be with regard to the past?—Yes.

35,483. But with regard to the future; supposing there was a desire to disturb him, I suppose that letter would be strong enough in any court of equity to give him security of tenure. It is impossible for one to say what the force of that letter would be in a court of law?—It would hardly override that agreement, would it. I mean what I have put in that letter.

Chairman.

35,484. Then it was not worth much, practically?—I only meant to tell him that for a small thing like that it was unnecessary for him to apply.

35,485. You did not mean it to be in any way binding; it was only your opinion?—Yes, he asked for a lease.

35,486. For whatever your opinion was worth it was that and nothing more?—Yes, and I thought it was no use going into a legal business on the lease; that he was practically safe there in my opinion.

35,487. Is that his opinion?—He led me to believe so.

Sir *John Llewelyn.*

35,488. He said so in answer to me—that he thought it was sufficient security for him, and acting upon that he proposed to do some buildings?—He did not propose to me to do any building. He asked me to do that, and I referred him to the agreement and said he undertook to do it, and therefore he must do it.

Sir *John Llewelyn*—continued.

35,489. Would it be a question of terms of the value of the annual payment for the land. If the Duke were to do the building you would require a larger rent?—Yes.

35,490. He does the buildings, and then you are satisfied with the existing rent?—Yes, we never attempted to suggest raising his rent. Of course if I had laid out a lot of money in repairs when he was bound to do it, I should have expected an equivalent.

Mr. *Griffiths.*

35,491. Do you know of any other old-fashioned cottages allowed to tumble down on any part of the estate. We have found that in many parts we have visited?—I know of several, but not inhabited ones.

35,492. I mean some of the old-fashioned cottages have been allowed to tumble down?—Yes, they are mostly cots—they pay cot rents.

Mr. *Grove.*

35,493. Have you any record as to who built these buildings originally?—It is impossible to tell you from memory. I do not know whether I can find it in the books.

35,494. As a rule do you keep a record of who built. I mean the probability is that this man's family, or someone who held this plot of land previously, put a building there?—I think probably it was a cot originally.

35,495. And then in the course of years you gave him an agreement as to terms and conditions upon which he should hold?—Yes, probably that is the case, but I could not tell you without referring.

35,496. You speak of cotters, and then you speak of agreements. Do we understand there are two classes?—This man is not a cotter now; he holds at a rack rent.

35,497. What do you mean by a "cotter"?—A cotter is a man who has originally squatted, so to speak, and built his own house, and gradually taken in a little land all round it, and he pays just a rent—not a rent but an acknowledgment.

35,498. Is there any uniformity in those acknowledgments—is it so much per acre or so much per plot?—No, it is generally a nominal sum, 5*s.* or so per annum.

35,499. When does the cotter in the ordinary way come under an agreement with you?—In the ordinary way he does not. Sometimes he will come and ask to take a lease for lives.

35,500. Probably because he may want to expend more money in improving the buildings, or something of that sort?—Yes, or possibly because he wants the landlord to do something.

35,501. Have you many cotters?—Yes.

35,502. Some 400 or 500?—Well, hundreds of them.

35,503. And a good many also under agreements?—When he comes under an agreement, I take it he ceases to be a cotter.

35,504. Are you going to speak as to any open spaces?—I cannot tell you much about them.

Mr. *Seebohm.*

35,505. Are there many in the same position as this man with repairing agreements?—I believe there are a certain number, but I could not give any idea as to the number.

35,506. As I understand, the grievance he complains of is that you did not make the necessary repairs, and your answer is that he was under agreement to repair?—Yes.

Mr. *Griffiths.*

35,507. Do you think it possible that this cottage and land at one time might have been a cotter's cottage. Is it adjoining a common or anything of that sort?—It is in a district where there are a good many cotters about. I was asked at Abergavenny the other day about the commons, but I cannot tell you much about them. I can only tell you what commons there are more or less of the Duke's, and I can only say we have received no profit from them whatever in any shape or form. The only time the Duke exercises his right is when there happens to be railways or anything of that kind coming through them, and then he takes his share. There are about seven or eight commons altogether.

35,508. Will you give us the names and the acreage?—I can only give you the approximate acreage. The Glascoed Common, from my knowledge of it, I should think is from 6 to 10 acres or something of that kind, the Bicca Common, near Wentwood, is much about the same size possibly; bigger rather. There is some common in Llanvaches and Mynyddu-allt-tyr Fach, near Wentwood, about 40 acres or rather more; then part of Grey Hill—I cannot give you the acreage of that, and Treworgan, near Llandenny—that is not a big one—I could not tell you the acreage, anything under ten acres I should think, but it is practically waste land, and we have never since they were commons ever had any profit from them.

36,509. Do the bordering farmers turn on to the common?—Yes.

Mr. *Seebohm.*

35,510. Have they village greens?—Hardly what you would call village greens; rough land.

Mr. *Griffiths.*

35,511. The Duke is lord of the manor?—Yes, the Duke is lord of the manor.

35,512. Do you hold any courts?—No, we do not hold any courts at all.

Mr. *Grove.*

35,513. Are there any regulations as to the quantity of cattle or sheep?—I believe none.

35,514. Then it is without stint?—Yes.

35,515. You did not mention Trelleck Common?—Trelleck Common I omitted.

35,516. What size is that?—I cannot tell you.

35,517. It is a large one?—I do not know.

Mr. *Grove*—continued.

35,518. Would it not be 200 acres, or something more than that?—Well, of my own knowledge, I do not know, and I do not know that I have ever been over it.

35,519. Ask your clerk whether he can tell you approximately?—No, he cannot say.

35,520. Then what are the conditions of the Trelleck Common?—I believe they are the same as the others.

35,521. Then Devauden Green; has the Duke any property there?—Yes, there is a little green at Devauden, but it is a very small thing; it is more in the shape of a village green that Mr. Seebohm mentioned, more than anything else.

35,522. Then Common Coed-y-paen?—There is no common there.

35,523. That was enclosed a great many years ago?—Yes, I should think so There has never been, to my recollection, any common there.

35,524. Do you know of any recent enclosures of your own knowledge?—No, I do not.

Mr. *Griffiths.*

35,525. Is the right to turn cattle on the common considered in letting of the farms?—No. Any of the parishioners are entitled to turn on.

35,526. They are all the Duke's property?—Yes.

Chairman.

35,527. There is a question put by Mr. Vincent, "As a matter of fact, has not this "tenant or have not his family been in occupa- "tion since 1837 under this yearly agreement"?—Yes.

The witness withdrew.

Mr. W. C. A. Williams (of Monmouth) called and examined.

Chairman.

35,528. You are a solicitor and land agent, and the county treasurer, and you own about 300 acres in Monmouthshire, in the district of East Monmouthshire?—Yes.

35,529. As a land agent, how many acres do you represent?—About 10,000 in Monmouthshire.

35,530. Are they in several manors?—They are in several manors.

35,531. Will you tell us anything as regards ownership that strikes you?—In what respect?

35,532. Anything that strikes you. We have had a great deal of evidence, we do not want to go through the whole of it again, everybody agreeing, and the whole thing being recapitulated?—With regard to the relationship between landlord and tenant, I take it you mean.

35,533. Yes, that sort of thing?—It is very friendly in this district.

35,534. As regards encumbrances, are there any landlords with very heavily encumbered estates that you know of in the neighbourhood?—No, I think not, not very heavily encumbered.

35,535. They all pay their way more or less?—Yes, I think so.

35,536. Do you know anything about glebe land; how it acts upon cultivation or otherwise?—I think glebe land is not likely to be so well cultivated as other land, on account of the uncertainty with regard to occupation, and so on, and also clergymen being, generally speaking, unable to afford to let their land on, perhaps, quite as reasonable terms as more wealthy landlords.

35,537. We may take it that you think that a clergyman is not a very desirable landlord, and that there are other landlords that a tenant would sooner be under?—I should think so.

Chairman—continued.

35,538. As to common land, are there any recent enclosures?—None. Nearly all the commons of this district were enclosed some 70 years ago

35,539. Are there many absentee landlords in the neighbourhood?—Not many.

35,540. What sort of landlords do the tenants prefer to get a farm under?—I think a large landlord rather than a small one.

35,541. Is there any difficulty about language?—None. There are a few Welshmen who have come up into the county within the last few years, but they very soon pick up the language. They all speak English now.

35,542. What is generally the date of entry?—The 2nd of February usually, some takings are at Christmas.

35,543. No leases?—They are very unusual. There are very few leases.

35,544. Do the tenants stay long on the land, or do they change?—Some of them stay a long time. I do not think they stay as long as they used to. There is more frequent change of late years, within the last 15 or 20 years, than there was formerly.

35,545. Can you give us any copy of agreements?—I have a form here that I use (*producing same*).

35,546. This is your ordinary form?—Yes, that is frequently altered, various clauses are altered.

35,547. Are there any oppressive clauses with regard for instance, to refusal to allow people to sell hay and straw?—Yes, there is a clause against selling hay and straw.

35,548. Do they object to it?—Sometimes. Sometimes no objection whatever is raised to the agreement.

Chairman—continued.

35,549. Do you enforce that?—Not strictly. Generally speaking, if a tenant is farming his land well, and he wishes to sell off some hay and straw, there is no objection raised.

Mr. *Richard Jones.*

35,550. Does he always ask for consent?—No, he does not. The tenants very often do not ask, they sell without consent.

Chairman.

35,551. Have you given the tenants always a copy of the agreement?—If they want it.

35,552. But you do not do it as a matter of course?—Not as a matter of course, only if they ask for it, they can always see it, and they can always get it if they want to refer to it.

35,553. Do you charge them anything for a copy of the agreement?—Nothing at all.

35,554. What is the sort of rent in the district?—It varies very much, because the quality of the land varies very much; some land, a small proportion of it, being very good, and a good deal of it very inferior. It would, I should think, average from 13*s.* to 16*s.* an acre, if you take an average.

35,555. What is the lowest?—Oh, it is as low as 8*s.*

35,556. And as high as what?—Some very good land may be as high as 3*l.*, but there is a very small quantity of that.

35,557. Do you charge the smaller tenants more rent or less?—I do not know that we look at it exactly in that way. I think on the whole, perhaps some small farms are rented a little higher than large ones.

35,558. Do you make the tenants haul for repairs?—As a rule they haul for repairs.

35,559. Do they complain of that?—Never, unless it is a very large job. If there were a quantity of new buildings being put up, or anything of that kind, it would be a different matter; then there would be an arrangement, there would probably be an allowance, but I am speaking of ordinary repairs; there is no objection to that, it is a very slight matter as a rule.

35,560. Were rents raised at any time when farming was prosperous, did you put the rents up?—No doubt rents were raised between 1855 and 1875.

35,561. What did you put them up?—It varied very much, it is very difficult to give an average, they were certainly raised generally during that period.

35,562. Have you given any reductions or abatements in the bad times?—Yes, they have nearly all been reduced now, nearly all the farms, I should think. On the average in this district, they are reduced from 25 to 30 per cent., I should say.

35,563. Permanent reduction?—Yes.

35,564. Do you give them any time to pay?—Oh, yes, they never pay under three months, generally about four months' credit, and it is often longer, that is the rule, about four months.

Chairman—continued.

35,565. Who pays the tithes, land tax, chief rent, and income tax?—The landlord pays the tithes now, since the change in the law, and also the land tax generally. Some landlords do not pay it, but generally speaking, the land tax is paid by the landlord as far as I am concerned, and as far as I know.

Mr. *Richard Jones.*

35,566. And he recovers the tithe from the tenant afterwards?—Yes. Of course, with regard to lettings made before the passing of the Tithe Act, they were let subject to the tenant paying the tithe, and where there has been no fresh letting, the tenant recoups the landlord the amount of the tithe, but all fresh lettings are tithe free.

35,567. If the landlord pays the tithe in the old lettings does he take it from the tenant afterwards?—Yes.

35,568. He does?—Yes.

35,569. So that they are in exactly the same position as they were before?—Yes, as to old takings.

Chairman.

35,570. What is the ordinary size of the farms in your neighbourhood?—They vary a good deal, I should think 120 acres would be someting like the average.

35,571. And there are some very big ones?—They run to 400 acres.

35,572. Nothing like 2,000 acres?—Oh, dear no, nothing of the kind, 400 acres is a large farm in Monmouthshire.

35,573. Do you get on all right with labour?—I do not think there is any scarcity of labour.

35,574. And I suppose you have got a lot of land gone down to pasture?—A great deal of it, two-thirds at least of what used to be ploughed, I should say, over this part of Monmouthshire.

35,575. Two-thirds?—I should think so.

35,576. Who does the improvements?—The landlord.

35,577. What do the tenants do. Do they do anything?—They do the hauling, very little else.

35,578. Everything else is done by the landlord?—Everything else is done by the landlord, except so far as cultivation goes. Of course the tenants may improve the cultivation of the farm.

35,579. Who finds the gates?—The landlord finds the gates.

35,580. Would you give any compensation for general improvements when a tenant leaves his farm. Is there any custom of the country?—There is no custom.

35,581. You do not recognise tenant's right in any shape or form?—Only so far as he is entitled under the Agricultural Holdings Act.

35,582. There is not much game, I believe in the country, is there?—Only in some places.

35,583. On the Duke of Beaufort's estate there is none?—Very little.

35,584. Are you troubled with trespass?—There is some complaint about it occasionally.

35,585. But nothing very serious?—Nothing very serious.

Chairman—continued.

35,586. I suppose you complain of the railway rates, of course?—Well, they are high, no doubt. The Great Western have the monopoly of the district.

35,587. As to proprietor farmers, are there any farmers who own their own land in the district?—A few, very few.

35,588. Are they anxious to buy their own holdings, do you find?—I never heard any particular wish expressed.

35,589. I suppose the wives and children work on the farms?—On the smaller farms, and the bigger children—the big boys—on the large farms.

35,590. Are wages high or low?—They are higher than they used to be.

35,591. What would you say they would get?—The present rate of wages, I should say, is about 11*s.* to 16*s.* according to the man.

35,592. Then he is fed as well as that?—No.

35,593. That is everything he gets?—Sometimes they get a cottage.

35,594. But are the wages as low as 11*s.*?—It depends on the man; one man may be better worth 16*s.* than another is worth 11*s.*

35,595. But wages do run as low as 11*s.* a week?—Yes.

35,596. As to cottage accommodation what do you think?—There are plenty of cottages.

35,597. Are they in decent order?—They vary very much. I think on the whole they are better than they used to be.

35,598. Some are very bad, I suppose?—Some are very inferior, no doubt.

35,599. The labourers, I suppose, leave the country; some of them go into the mines, and so on?—Yes. There are not so many men required on the land now. There is so little cultivation compared to what there used to be.

35,600. When do you think the depression began in this neighbourhood?—Following on from about the year 1879, that was the commencement, and they never recovered it since.

35,601. Foreign produce, I suppose, is what you think has brought prices down?—Quite so, there can be no question about that.

35,602. Are you a protectionist?—I do not say that I am; but that accounts for the low prices, undoubtedly.

35,603. But do you advocate the reimposition of duties?—I do not advocate it, because I do not think it possible.

35,604. The general relations between landlord and tenant are very friendly?—Very friendly.

Mr. *Griffiths.*

35,605. I did not quite understand why glebe land does not let so well as other land?—Well, I think it is not likely to command as good tenants as other landlords for the reasons I give.

35,606. The tenancies are smaller, you mean?—No. A clergyman may leave his living tomorrow, and there is an uncertainty about it, a greater uncertainty than there is with other holdings.

Mr. *Griffiths*—continued.

35,607. And the land is let a bit higher, too?—Very likely, I think.

35,608. Then with regard to buildings. Have you any period of exhaustion; suppose a farmer does all the hauling towards a new building, and finds in a few years that he cannot pay for it?—If there is a new building there is generally an allowance made for hauling.

35,609. An allowance is generally made to the tenant?—Yes, if it is anything considerable.

35,610. I do not think you said on what ground you consider that the rent is higher on smaller holdings than on the larger ones?—I think it is because there is rather more competition for smaller holdings than larger ones. There are more men who can take small farms than those who can take larger ones, besides which the man who takes a small farm does the greater part of the work himself.

35,611. He has no labour to pay?—He has no labour to pay.

35,612. It would cost the landlord a little more, I should think, too?—It costs the landlord a little more in buildings, no doubt; and then there is no rent paid for the buildings; the rent is only paid for the land.

35,613. Do you ever employ a land surveyor to value farms?—Never; hardly ever. I may perhaps once in my lifetime have done such a thing, once or twice, perhaps.

35,614. Is not the land tax a landlord's tax?—Yes, I say we always allow it now. I believe there are cases in which it is not allowed, but as a rule it is allowed. I know there are tenancies in which it is part of the agreement that the tenant shall pay the land tax.

35,615. But still it is really a landlord's tax?—Undoubtedly.

35,616. Then you consider that the fences and ditches are not attended to as well as they used to be?—Certainly not.

35,617. How do you account for that?—Well, because the farmer is poorer than he used to be, I suppose, and he does not employ so much labour.

35,618. In these depressed times, I suppose the farmers cannot afford to pay for it?—They do not keep labour on the farms now to any extent, they do with as little as possible, and, therefore, the fences suffer.

35,619. And the land must suffer too, in consequence?—Well, you see the land is not cultivated. The land that used to be cultivated is gone down to pasture, therefore, the labour is not required on the land.

35,620. How has land been laid down to pasture? Did the landlords generally pay for the seeds when it was laid down to pasture?—A great deal of it is not properly laid down to permanent pasture. It has been allowed to go down out of the clover sward, or out of the stubble, and the natural grasses have come in course of time.

35,621. Still it is not a very paying crop?—Certainly not, but it is better to do that than to plough it, with wheat at 3*s.* a bushel.

35,622. I suppose it is in this neighbourhood the same as we have heard elsewhere, that the

Mr. *Griffiths*—continued.

most able men go to the works where they can get higher wages?—A good many of them do now, some go to the works, some go to the railways, and so on.

35,623. The elderly men stay on the farm, and the young lads, I suppose?—Yes, most of them, it is the abler bodied men who go off generally.

Mr. *Richard Jones.*

35,624. Your answer about glebe land implies that security of tenure is a good thing in the interests of agriculture generally, does it not? You say glebe land must act prejudicially on good cultivation. You say it acts prejudicially on account of the insecurity of tenure?—Partly so. I gave two reasons. Partly on account of uncertainty of tenure, and partly on account of the clergymen as a rule being obliged to have as high a rent as they can get for their lands.

35,625. Would you have any objection to giving legal force to security of tenure?—I really do not see the necessity for it. The farmers do not ask for it. They do not ask for a lease. Numbers of them would not accept leases if they were offered to them.

35,626. I ask the question because perhaps in some cases there are oppressive landlords who are indifferent to the interests of the tenants, and might disturb them in their holdings. Do you think it is too revolutionary a proposal?—No, I do not say that. You mean to make a lease compulsory? If I understand your question, you asked me whether I think there ought to be power to compel the landlord to grant a lease.

35,627. No, not to grant a lease of necessity, but that a tenant should be secure in his holding, that is, provided certain conditions were fulfilled?—Well, I certainly should object to it. I do not think it ought to be so.

35,628. Practically the thing exists now on large and well-managed estates. You find that the son of the tenant generally succeeds in the tenancy?—Quite so, and they do here frequently, but that is a very different thing to their having an absolute right to succeed.

35,629. But it seems to me it would meet particular cases where there are oppressive landlords?—Well, I do not see why a landlord should be tied up in that way—why he should be compelled to accept a tenant or to continue a tenant.

35,630. But practically it would not affect the good landlords, because it already exists with them?—It would affect every one if that law was enforced, good and bad.

35,631. You think it is rather too revolutionary?—I think it is unfair to the landlord. I do not see why a landlord of land should have his hands tied any more than the landlord of a house or the landlord of a shop. The same principle applies.

35,632. There is this difference, that the tenant of a farm has a greater stake in the farm, and if he is disturbed he has to leave something behind him. That does not apply equally to the tenant of a house or shop?—My experience is that the tenant is quite able to take care of himself as a rule, and does take care of himself when he enters into his agreement.

Mr. *Richard Jones*—continued.

35,633. In your answer under the heading agreements and leases you say that the agreement is qualified to meet particular cases?—Yes.

35,634. What do you mean by that, you mean modified?—Yes. There are one or two clauses which I could mention that are sometimes altered a little. The notice to quit is sometimes six months or 12 months. I put it whichever the tenant wishes. If he wishes it to be six months, I put it six months. If he wishes it to be 12 months, I put it at 12 months. There are two or three clauses that were modified to meet particular circumstances or the wishes of particular tenants. With regard to the selling off of hay, one sometimes makes an arrangement that the tenant shall have permission to sell off hay on condition that he brings a certain quantity of manure back in proportion to the hay and straw so sold off.

35,635. Are the reductions general?—Yes, as far as my experience goes with the properties I have to do with, and I believe general in the neighbourhood.

35,636. Is each individual case treated separately, or is it general in each?—The agent would consider what the fair rent ought to be of a particular farm. There has not been any regular rate of reduction all round. Some farms bear a greater reduction than others; others are entitled to a smaller reduction.

35,637. Is the land chiefly arable or pastoral?—Now it is chiefly pastoral, there has been a great change.

35,638. And is it suitable land for pasture?—A good deal of Monmouthshire goes down pretty well to grass. It is clay land, and it goes down quicker than lighter land.

35,639. You say rabbits are more numerous now than before the Ground Game Act?—Yes.

35,640. Is that because the tenant preserves them?—In some cases certainly. I know several tenants who have turned down rabbits on their farms since the Ground Game Act, where there were none before.

35,641. I suppose it is not from any fear on the part of the farmers to avail themselves of the Ground Game Act, that rabbits have become more numerous?—No, I think not. Farmers do avail themselves of the Ground Game Act to a very great extent. They kill a great many rabbits. They kill what they please, as a rule.

35,642. You say "the small farmers and their "wives do most of the work, assisted, of course, "by their children if they have any able to "work." Then you say, "Still, the children's "labour may probably cost nearly as much as "labourers." Do the tenants pay their children wages?—I cannot tell you exactly what they do. They must pay them something, I suppose, or they have to provide for them at any rate.

Mr. *Richard Jones*—continued.

35,643. They give them food and clothing?—Yes.

35,644. And a good lot of pocket money?—Well, I do not expect they get much pocket money.

35,645. And always start them in life, I suppose; place them on other farms?—If they can, of course.

35,646. Are they able to?—Some do it, some are not able to.

Mr. *Grove.*

35,647. You say that the usual Court Baron is held on the different manors; are those courts fixed on a given day in each year?—No, they are only held occasionally just for the transfer of the few copyholds that there are.

35,648. What constitutes a court, I mean legally. Who is supposed to be there?—The steward holds the court.

35,649. Does he preside?—Yes. Now he is the only person that need be present, because it is not necessary that any tenants should attend.

35,650. But is not some legal notice of the court necessary?—No, they can hold a Court Baron when they like. Of course you may give notice of a general Court Baron, but special Courts Baron are held without notice. For a general Court Baron they would give notice.

35,651. For a general Court Baron what would be the notice necessary to constitute the court legally?—A notice put on the church doors a month beforehand.

35,652. A month beforehand, is it?—We usually put it about a month beforehand. I am not sure that it is legally necessary to give a month's notice, but that would be about the period, I think.

35,653. Mr. Seebohm suggests that there is an Act allowing special transfers to be made at the office of the steward?—Yes, and they are generally so carried out.

35,654. Did you say that there is less labour on the land than there ought to be on it at the present time?—I think there is, on the whole.

35,655. And do you think that is because of the agricultural depression that the tenant farmer cannot afford to put labour on?—Oh, yes, certainly.

35,656. Not because of the want of cottages?—Oh, dear no, there are many cottages here tumbling down for want of occupants.

36,657. You do not grant many leases?—No.

35,658. But if they were asked for in former times, were they readily granted?—I never recollect their being asked for. It is quite an exception for a man to ask for a lease.

35,659. You intimate that it acts prejudicially on good cultivation to have glebe lands?—To a certain extent.

35,660. That is because of insecurity of tenure?—Partly.

35,661. What would be your view as to what we know and commonly speak of as security of tenure to the ordinary tenant farmer. I mean some increased security of tenure to the ordinary tenant farmer?—I do not think he wants any security except what he gets under his agreement or lease, and he is quite capable of making his own contract. They are fully alive to every point when they come to go through the agreement.

35,662. But if you admit, which you do, of course, and which we all feel, that the glebe land is not properly cultivated—— ?—I have not expressed any strong opinion at all about that, the only thing I say is this. My opinion is asked whether it is likely to be prejudicial or not, and I think to a slight extent it is so, but only to a slight extent.

35,663. But still the object of the Commission is to try and find out any of the evils that now exist as to land, and to see whether it is possible to suggest remedies of all sorts. Then coming back to the point, if glebe lands are not cultivated as well as they might be, and made as productive as they might be because of insecurity of tenure, does not the same, to some extent, apply to the ordinary farms?—I do not think it does nearly so much. Directly a clergyman dies or resigns, the incoming incumbent is in no way bound by anything his predecessor has done, and he may resume possession at once. The agreement made with the former clergyman has no further effect. That does not arise in the ordinary case of a letting between landlord and tenant.

35,664. Then you think that that rule is not on all fours in the two cases?—No, I do not think it is.

35,665. I do not know whether any of the Commissioners put to you any questions about a Land Court, whether you think anything of that sort would be desirable?—I think it would be most undesirable in the interest of landlord and tenant.

35,666. Do you consider that a tenant farmer ought to have any compensation for the improvements he puts on the land?—I think he ought to have fair compensation, certainly.

35,667. And if there were a ready means of giving him full and fair compensation, you think the necessity for a Land Court or anything in that direction would be happily done away with?—I do not think there would be any necessity for a Land Court at all. There is no difficulty about giving a man proper compensation. I think some slight amendment of the Agricultural Holdings Act would meet the case.

35,668. Would you be prepared to suggest any improvement in the Agricultural Holdings Act, do you think?—I have not thought over or gone into that matter exactly. I have not found, myself, in my own experience, any difficulty arising from these unexhausted improvements. We have always settled everything comfortably. Whenever there has been a question of the kind there has been really no difficulty, we have not even had to go to arbitration under the Act. If there has been a claim it has been fairly met and dealt with, and there has been no trouble.

35,669. Of course we have heard in other parts of the county that there have been dif-

Mr. *Grove*—continued.

ferences: one can understand that there may be no differences in one part of the county, and that there would be perhaps in the other?—Quite so.

35,670. Does the question of game cause any unpleasantness between landlord and tenant?—Very little, I think. There may be a case here and there, of course.

35,671. Are there many claims for compensation sent in by the tenants?—No.

35,672. If there were, would they be fairly dealt with, do you think?—I think so. I have had very little experience in that way, but I have known a few claims, I think, sent in, and they have been fairly dealt with, and the tenant has been satisfied where that has arisen.

35,673. Do you think the Agricultural Holddings Act is fairly successful or not?—I think it is fairly so, on the whole.

35,674. But still you think it could be amended?—There may be one or two points in which some amendment might be required. I have seen some suggestions that have been made to the Commissioners on one or two points.

35,675. Do you think that, as a rule, it is properly understood by the tenant farmers, do they take any interest in it?—Not very much, I think. The fact is, the tenant does not generally leave his farm in a very high state of cultivation. Generally speaking, if a man is going to leave, he drops the cultivation of his farm down a little, and does not do it as well the last year or two as he did before, and he recoups himself before the determination of his tenancy. That is very often the case, generally the case, I may say.

35,676. You spoke about railway rates, I think. Do you mean local railway rates, or do you mean the question of competition with foreign produce, by foreign foods being carried so cheaply on English railways?—I mean, generally speaking, that the rates here are high.

35,677. I suppose you do not know whether the railway companies are exceeding their maximum powers?—I do not know at all.

35,678. Do you think that, as a rule, it acts in this way, that the farmer would keep an extra horse, say to take his produce from point to point, and to fetch it in, and in that way avoid employing the railway at all?—I do not think so.

35,679. We have been told so in many cases?—I am not aware of it, at any rate.

35,680. You are not aware of its being carried to any such extent as that?—No.

35,681. Is there any co-operation among farmers for the purchase of feeding stuffs or manures?—Scarcely any I should think, very little indeed.

35,682. When you let a taking, or you want a new tenant, what principle do you go upon; do you let it to the highest bidder?—Oh, dear no. We do not invite biddings for a farm. We look out for a good tenant, and if we find a good man, we agree with him for a fair rent.

35,683. Do you think that land bears too many burdens in the way of rates and taxes?—

Mr. *Grove*—continued.

I think it is very heavily charged—out of proportion.

35,684. Does this agreement of yours fully take into account the Agricultural Holdings Act and the Ground Game Act?—It does not exclude the Agricultural Holdings Act at all. It leaves the Agricultural Holdings Act in full force.

35,685. I presume this is an old form that has been in use for a good many years?—It was revised some few years ago.

35,686. It says here in one place "tenant not "to sport or shoot, or allow any person to sport "or shoot." Of course under the Ground Game Act they have legal power to use firearms?—Oh, yes.

35,687. That seems to be rather contrary, does it not, to the spirit of the Act. I mean do you put your pen through those words "or shoot"?—If anything was said about it I should do so, I suppose, but in fact I know they do all shoot and nothing is said about it. They shoot rabbits and that sort of thing.

Sir *John Llewelyn.*

35,688. The agreement could not override the Act?—Oh, no, of course not.

Mr. *Grove.*

35,689. I suppose you are aware that under section 3 anything contrary to the Act is void?—Yes. That agreement was framed before the Ground Game Act.

35,690. The Ground Game Act was in 1880?—Yes, the agreement was framed long before 1880, but it has been modified since.

35,691. In many cases we have had very old agreements that have been framed and printed before those two Acts were passed?—This is based upon an old agreement.

35,692. Are there any penalising clauses in that agreement?—Yes, there are two or three. One is about breaking up meadow or pasture land.

35,693. Are they enforced?—I never knew anybody act in defiance of that clause as to breaking meadow and pasture land. There is another penalty for selling off hay. I have never known the penalty paid. They are used more as preventatives.

35,694. As precautionary clauses?—Yes.

Sir *John Llewelyn.*

35,695. Have you ever had any experience of evictions?—To a very small extent. Of course, there is occasionally a notice to quit.

35,696. But evictions?—No, never.

35,697. Have you ever heard of any such cases in this part of the county?—No.

35,698. And with regard to the change of tenure, when farms have changed, has it ever taken place in your experience on account of a quarrel in respect to the amount of rent?—Oh, yes. I have known cases in which farmers have given up on account of their considering the rent rather too high.

Sir *John Llewelyn*—continued.

35,699. And you have told us that you have had no difficulty in coming to an arrangement?—We have generally come to an arrangement.

35,700. Without the necessity of calling in any arbitrator?—Oh, yes. I have never called one in.

35,701. Have you ever known such a case with regard to any of your neighbours—have you ever been called in as an arbitrator?—To value land?

35,702. To value the land?—No, not as between landlord and tenant.

35,703. Then, as to the question of haulage for repairs, you told us just now that it was customarily on the tenant—that the haulage for repairs was usually done by the tenant?—Yes.

35,704. That was in case of repairs?—Yes, repairs.

35,705. Now, in the case of new buildings, I think you modified that opinion?—Yes. If the new buildings were considerable, and there was a heavy expenditure in the hauling, it would be taken into consideration, and there would be an allowance, undoubtedly. Sometimes a new building is put up at the tenant's request, and then he says, "If you will put me up this, I shall "be very happy to do the hauling," and, of course, then he does it.

35,706. I suppose that is a very ordinary custom?—Oh, yes.

35,707. I think it is almost, if not quite, universal. Could you give us any opinion—very approximately, very roughly—what per-centage to the whole the haulage would be?—What per-centage of the cost of repairs?

35,708. What per-centage of the cost—the outlay—I mean within limits?—I have not gone into it. I cannot say exactly, but I should think it would be a very small proportion.

35,709. We have had some cases in which it was estimated as 40 per cent.?—Of the actual cost of the repairs?

35,710. Yes?—I should not put it at that. I should say 20 per cent. would be the outside. I should be rather inclined to put it at less.

35,711. You think 40 per cent. quite an excessive estimate?—Oh, very excessive, I think. I think the tenant generally does it, as far as he can, at the time when his horses would not be doing anything else.

35,712. It would depend very largely on the distance from which the haulage had to be done?—No doubt.

35,713. But you think it would never exceed 20 per cent.?—I should think not.

35,714. Where the haulage for repairs has been done by the tenant, I think you have already told us that it is not considered irksome?—Oh, certainly not. There is no difficulty about it.

35,715. If he has his team and his carts on the spot?—We generally try to make it as convenient as possible to the tenant. He does it at the time which is most convenient to himself, as a rule.

35,716. Then with regard to reductions of rent. You have already told us that since 1881, there have been permanent reductions to the extent of about 25 per cent.?—Yes, quite that, and in many cases more.

Sir *John Llewelyn*—continued.

35,717. From 25 to 30 per cent. you put it here?—Yes.

35,718. And abatements in addition?—Abatements in addition in some cases—many cases in fact.

35,719. Where an abatement has been made as distinguished from a reduction, is the tenant able to go to the assessment committee and to get his assessment reduced?—No, I think not, when it is simply an abatement. I think the assessment committee will only reduce where there is a permanent reduction.

35,720. In some cases we have been told that the Assessment Committee has done so?—I do not think it has been so here.

35,721. That is not the custom in this neighbourhood?—No, because the tenant always likes to turn it into a permanent reduction in order that he may go to the assessment committee and get his assessment reduced.

35,722. But we have been told in some cases of abatement as distinguished from reduction, that the assessment committee have reduced the assessment?—It may be so in some unions, but it is not so here.

35,723. It has not been the case here?—No.

35,724. Then later on you speak of cultivation. You say cultivation will not pay. Is that the question of cereals and roots as distinguished from grass?—Quite so—that is what I mean—the cultivation of land as arable: poor land will not pay to grow corn in these days.

35,725. The land pays better for dairy produce?—It pays better to let it go down to grass for dairy purposes, or rearing young stock and so on.

Mr. *Grove.*

35,726. With regard to this per-centage of haulage, it is a point that some of the Commissioners take rather a great interest in. You think 20 per cent. would be the figure. What is the principal material used in so putting up a new building, would it not be stone?—Yes, stone and lime, and timber of course.

35,727. Take stone, for instance. What would be the average mileage away from a quarry—what would be the average on your estate?—We often get stones very near. I have had it actually in the yard adjoining the house.

35,728. But still there would have to be a cart and horse, or a couple of horses?—Yes.

35,729. And would the farmer find the men?—That would be rather in the case of new buildings. There would not be much stone wanted generally for repairs. It is generally more tiles and timber for the roof and so on: there would not be much stone to haul merely for repairs.

35,730. But in the case you say of new buildings, it seems to me that the haulage must come to more than 20 per cent.?—Well, I do not know that it would. I should think 20 per

Mr. *Grove*—continued.

cent. would be a very fair sum to put down for it.

35,731. What would be the value, say of stone. It would be, I suppose, 2*s.* a ton at the quarry after it is quarried and put ready?—Quite so, but you must take the whole thing altogether, not only the stone.

35,732. But just for a minute take the stone first. We may say that is 2*s.* a ton, and then the farmer has to send his cart and a horse or two horses for it, and I suppose he would send a man to help to load it?—Yes.

35,733. Then there would be two horses. Would the same man who loaded the stone drive the horse or horses, I suppose he would?—Yes, I should think so.

35,734. That would be one man. Well, the value of two horses for that time, and one man, if you come to put that on to the tonnage of the stone, it appears to me that however near the quarry, the mere handling of the stone and hauling even a short distance must come to something like 40 per cent.?—Of the actual cost of the stone, but then there is all the labour on the stone afterwards; there is the labour in erecting the building. I put it that on the total expense the hauling would not exceed 20 per cent. It may be 40 or 50 per cent. on the cost of the stone alone, the stone alone being one of the smallest items, probably.

35,735. I admit that we want calculation to bring it out?—Stone costs very little.

35,736. But it does appear to one or two of us at any rate that 20 per cent. would be rather under the mark than over it?—I think 20 per cent. is the very outside.

Mr. *Seebohm.*

35,737. You may put it in this way. Suppose a new house is built, to cost 200*l.*, what would the haulage be liable to amount to?—It would depend on the distance you have to haul it entirely. It depends so much on circumstances—what kind of a road and everything else. It is utterly impossible to say, unless you say you are going to put up a building in such and such a spot.

35,738. You say 20 per cent. would be a fair average?—I should think it is a full average.

Sir *John Llewelyn.*

35,739. And in the case of permanent repairs, as in the case of new buildings, you think in some instances at all events the landlord has borne a share of that expense?—Oh, yes.

Mr. *Grove.*

35,740. A share of the haulage?—The whole of it in some cases.

35,741. Is it usual, or is that in special cases?—There has not been a great deal of new building in late years. There has been very little of new building done in the last 15 years.

Mr. *Griffiths.*

35,742. You say much of the land has been laid down to pasture?—Yes.

35,743. Is there much dairying done in this part of the country?—A good deal.

35,744. Dairy farming?—Yes.

35,745. Do the landlords generally build suitable dairies. Have they improved the dairies in any way lately?—Oh, yes, they have been improved in many cases.

35,746. Are there any dairy lectures in the neighbourhood?—There have been some, yes—butter making competitions and so on.

35,747. Do you think they are a success. Are they attended pretty well?—I do not think that they have been attended quite so well as we might have expected.

35,748. Farmers' wives are slow to adopt new methods, I suppose?—Yes, I think they have an idea that they know how to make butter as well as the county council lecturer can teach them.

35,749. Then you say there are several Welsh farmers who have come into the neighbourhood?—Yes.

35,750. Do you find any marked difference in the mode of farming and in the manner of living?—Yes, there is a difference.

35,751. What difference may that be?—In one respect the Welsh farmers do not farm their arable land as well as the English tenants. They do more with their dairies, I think.

35,752. Which is the more beneficial now to the farmer—the dairying or the arable farming?—Well, I cannot say, because the two things work together. On some farms of course—good land—the arable is the most important part of the farm, perhaps. With poor land no doubt the grass is the most important.

35,753. But do you not consider that there are less fluctuations in price of dairy produce than there is in the price of stock and arable produce?—Certainly, I quite agree that it is desirable to encourage dairying.

35,754. And you think they work just as hard as the English farmers do?—Oh, yes.

35,755. Or harder, may be?—Oh, yes.

35,756. The children work more on the farms?—The children work more on the farms, I think.

35,757. They do not live on quite so high a scale?—No. They certainly live more economically.

Chairman.

35,758. Mr. Vincent hands up this question: "Have you formed any estimate of the pro-"portion between rent and money spent by the "landlord in improvements and repairs?"—Well, I put the annual cost of repairs roundly at quite 15 per cent. of the rental.

Mr. *Griffiths.*

35,759. Do the landlords of this district do anything in the way of improving the stock.

Mr. *Griffiths*—continued.

Are there sires of horses, cattle, and sheep introduced by them?—Yes, there is a stud company here, in which the landlords are large shareholders.

35,760. Here in this town?—In this town, in this district.

Mr. *Griffiths*—continued.

35,761. Do the farmers generally avail themselves of the chance of using these sires?—Yes, I think they are doing so.

35,762. Is the price nominal?—The price is reasonable.

The witness withdrew.

(Adjourned for short time.)

Mr. Clememt Lipscomb called and examined.

Chairman.

35,763. You are agent to Lord Llangattock?—Yes.

35,764. What size is his lordship's property?—It is about 6,300 acres.

35,765. What experience have you as a land agent?—I have been connected with large estates in Yorkshire and also in Devonshire, as well as in Monmouthshire.

35,766. What is the date of entry on the estate of Lord Llangattock. When do the tenants come into the holdings?—Some at Christmas, some at Candlemas, and one Lady-day tenant.

35,767. I suppose they are yearly tenancies?—Yes.

35,768. Have you knowledge of any hardships?—No.

35,769. Will you produce a copy of your agreement?—Would you like to see a copy of the actual agreement that has been signed?

35,770. A copy of the agreement of the Llangattock estate?—Yes. (*The witness handed in an agreement.*)

35,771. Does every tenant have a copy of this?—Yes.

35,772. And a plan?—And a plan.

35,773. What is the average rent on the estate. Can you give us that at all?—My Lord, it varies per acre from about 10*s.* There is some land at 25*s.*

35,774. Nothing higher than 25*s.*?—Yes, there is some at 30*s.*

Sir *John Llewelyn.*

35,775. Would that be accommodation land?—It is small holding.

35,776. Near town?—Near town. The average is about from 10*s.* to 15*s.* an acre.

Chairman.

35,777. Do you require the tenants to do the haulage?—They do the haulage in the case of repairs.

35,778. Have the rents been raised?—No, in no instance.

35,779. Are there any permanent reductions?—Yes. If you would like it, my Lord, I would show you instances of some of the tenancies.

35,780. You might hand that in, please?—Yes. (*The witness handed in a list of reductions.*)

Chairman—continued.

35,781. These are permanent reductions on the estate?—Yes, some of them; they are not the whole.

Mr. *Seebohm.*

35,782. Do we understand there are some abatements?—Yes, but all have been reduced; the list only gives instances which I have taken from the rental.

Mr. *Grove.*

35,783. Typical instances of the general run of them?—Yes, not selected.

Chairman.

35,784. The wet seasons of 1879 and 1880, I suppose, did a great deal of damage to the tenants?—Yes.

35,785. What is the general size of the farms?—About 120 acres.

35,786. Have you any opinion with regard to large or small holdings in this neighbourhood?—From my experience I have not had any alteration in the holdings.

35,787. Which would you think most satisfactory, a small holding or a large holding?—I would prefer, I think, a small holding, my Lord.

35,788. Are you pretty well off for labourers in the district?—Not so well as might be.

35,789. Are you satisfied with the cultivation generally? Are you satisfied with the state of cultivation of the land, or do you think it might be better?—I think it might be better.

35,790. Who does the laying down of permanent pasture?—On Lord Llangattock's property the cost is usually borne by the landlord.

35,791. Do you ever charge any interest on outlay?—No, in no instance.

35,792. Tenant's right, I suppose, is not recognised?—No.

35,793. Is the Agricultural Holdings Act understood in the neighbourhood?—I should say not.

35,794. Does Lord Llangattock preserve over his estate; does he keep the shooting in his own hands?—No, the Ground Game Act is availed of.

35,795. But does he keep the pheasants and the partridges?—Yes.

Chairman—continued.

35,796. But the tenants shoot all the rabbits?—Yes.

35,797. There is not much damage on the estate?—No, not much damage.

35,798. What are the mutual relations; are they friendly?—Very friendly.

35,799. Is there any attention paid to agricultural education?—There has been a little done by the county council.

35,800. Has any instruction been given by classes?—In dairy work there has been.

35,801. Have you ever known any cases of profit-sharing between the farmers and their servants?—No, not in my experience, except by the labourers rearing poultry.

35,802. There are not many proprietary farmers in the neighbourhood, are there?—Not many.

35,803. Are the tenant farmers as a rule a hardworking lot of people who work on their farms?—Yes.

35,804. And the children work, I suppose, just the same as we have heard in all parts of the country?—Yes.

35,805. Can you give us a table of wages in the neighbourhood?—Yes, I can give you a table of wages which I gave to the Labour Commission.

35,806. Could you hand it in to us?—Yes.*

35,807. As regards cottages; are you pretty well off for cottages?—Yes, there are sufficient.

35,808. Are they generally held from the owner, or from the tenant farmer?—About half, I think, by each.

35,809. What is the condition of the labourer; is it satisfactory, or ought it to be improved?—I think there might be a little improvement in cottage accommodation in some districts.

35,810. When, in your opinion, did the trade depression begin?—In 1879 and 1880.

35,811. And it was the low price of produce, I suppose, that caused it?—Yes, and the wet season.

35,812. Have you any remedy that you could bring before the Commission of any sort. Is there anything you would like to state that would improve the outlook?—I think that if more capital is employed in the working, there would probably be a greater improvement in the condition.

Sir *John Llewelyn.*

35,813. May I ask what you mean by saying that the tenant's right is not recognised. May I assume that it means a right of sale of the goodwill in change of tenancy?—Yes, that is what I understand.

35,814. Perhaps you would not admit that the tenant has any right?—Well, I would not go perhaps so far as that.

35,815. I want to know what the rights are that you deny?—The right to sell his goodwill; that is not recognised.

35,816. I suppose if it was once recognised, and a man was made to pay anything for the ingoing, he would have a right to sell that goodwill when he goes out too; therefore, you do not permit the commencement of such a system?—No.

Sir *John Llewelyn*—continued.

35,817. How about unexhausted improvements; are they admitted in case of change of tenancy?—Yes.

35,818. By whom would such be paid; by the landlord or by the incoming tenant?—By the incoming tenant, as a rule.

35,819. They are, I suppose, freely admitted; it is admitted that there are such rights for unexhausted improvements?—Yes, there is a scale.

35,820. So that what you mean by saying that the tenant's right is not recognised, is with regard to the sale of goodwill?—Yes, only.

35,821. Have you had any attempt at the sale of goodwill?—No.

35,822. You have not had any?—No, I have not. There is a scale of allowances recognised on Lord Llangattock's property, which was drawn up by the Chamber of Agriculture.

35,823. So that that would be in the nature of a custom of the country, would it?—Yes.

35,824. Was that drawn up by the Chamber of Agriculture of the County of Monmouth?—Yes.

35,825. We heard something about it at Newport?—Yes; I have a copy of that if you wish to have it.

35,826. Has Lord Llangattock made much outlay upon the buildings upon his farms?—Yes, chiefly in erecting dairies.

35,827. And upon the cottages?—Yes, he is building new cottages now.

35,828. Do you think that, if any form of Land Court was created to fix the rents, or to interfere between landlord and tenant with regard to fixing values, Lord Llangattock would continue to have the same interest upon the outlay upon his buildings as he now has?—No, I think he would not. I think a Land Court would place the tenants at arm's length, as it were, and, I think, in their interest it would be an unfortunate thing for them.

Mr. *Grove.*

35,829. Would not that depend partly upon the conditions upon which the court was founded; for instance, suppose that the landlord and tenant were to always approach each other and try and mutually agree upon the rent, and the conditions of the letting, there would be no need for them to go to a court?—Exactly.

35,830. The court might be used for cases where there was a strong difference of opinion and where it would be necessary to have some party to interfere; but with a good landlord, a kind and sympathetic landlord, would not he be able to agree with all his tenants without going to the court, even if a court was founded?—No doubt it would make no difference to good landlords.

35,831. Then does not that remove part of your objection to a Land Court, assuming that there is easy machinery for each one to agree and not to go to court unless obliged to by

* *See* Mr. Roger C. Richards's Report for the Royal Labour Commission on the Agricultural Labourer, being Vol. I., England, Part IV., pp. (C.-6894.-IV.)—*Secretary.*

Mr. *Grove*—continued.

oppression?—I think the tenants are quite capable, in my experience, of looking after their own interests when they apply for a farm, and it is a very rare thing that the question of rent would arise.

35,832. But you will admit, of course, that there are two kinds of landlords. In Anglesey a witness divided them into class A and class B, and said that class A were very excellent and in full sympathy with the depressed times and with the tenant farmers; class B had bought their freeholds perhaps on high terms, and tried to exact the very utmost in rent. For class A you think no Land Court or anything of the sort is necessary; but for class B do you think a Land Court would be desirable for the tenant farmer?—I think it possible that if there was any disagreement a third party would be desirable; but I think that takes place now, in my experience.

35,833. Do you mean by mutual reference?—Mutual reference to some umpire.

35,834. Did we gather from you that you consider that they are rather short of labour on the land, generally speaking?—Yes.

35,835. Is that because, not of want of cottages, because I think you say there are plenty, but is it caused, do you think, by the present depressed times in agriculture?—No doubt it is caused by the farmers not being able to give a higher rate of wages.

35,836. I notice that in the answers that have been tabulated, you speak of liberal compensation being given for improvements. Have there been any disputes between the landlord and the tenants on your estate as regards the amount of compensation?—No.

35,837. As a member of the Technical Instruction Committee, which you are, I am glad to say, do you think that the present county council teaching of butter making is useful?—Decidedly.

35,838. And fairly well availed of in this part of the country?—Yes.

35,839. Have you any field experiments going on in any part?—Not immediately here, but it is contemplated.

35,840. Do you attach much value to that; do you think it is good?—Yes, I think that is an excellent thing.

35,841. In cases where land is laid down to pasture, does the landlord find the seeds?—Always, on Lord Llangattock's property.

35,842. Does he do anything more than that; does he make any allowance towards the extra labour or any allowance of that kind?—The usual practice is to allow the cost of the seeds, and to allow a half year's rent on the field which is laid down.

35,843. That is a very nice feature, that allowance of rent, because a thing cannot be of so much service, it serving him for a short time only. As to fruit culture, do you find any requests from your tenants for orcharding?—None.

Mr. *Grove*—continued.

35,844. If they did make such requests would Lord Llangattock find them fruit trees, do you think?—I have no doubt he would.

35,845. Do you suppose he would go so far as protecting those trees for four or five years?—Yes.

35,846. Do you think the climate in this part of the county would be suitable for growing fruit?—Yes, I do, for hardy fruit.

35,847. Is there any co-operation amongst farmers as to purchases or sale of produce?—I think not.

35,848. Is there any recreation provided for the farm labourers in the villages on your estate?—Well, there are no villages in this part of the county, but we have provided recreation ground. Lord Llangattock has provided recreation ground.

35,849. Are there any cottages set apart for them to be used as reading-rooms, or is there anything done in that direction?—It has been tried, but the population is so scattered that we found it did not answer, so very few attended them.

35,850. You speak of the large amount of improvements that have been effected. Have you worked it out as a per-centage upon the rent roll, showing something like how much per cent. it would amount to upon a term of years?—For the time I have been connected with Lord Llangattock it has averaged from 10 per cent. to 15 per cent. That does not include new buildings; that is repairs.

35,851. Just ordinary repairs?—Yes.

35,852. In the agreement you have put in is there anything contrary to the Ground Game Act. For instance, have you got those words in that the tenants are not allowed to shoot?—There is a clause in the agreement which I found in existence when I came, but that is covered by the Ground Game Act, that is overridden by the Ground Game Act, which is mentioned in the agreement.

35,853. But you put in an agreement which was signed recently, I think you said?—Yes, there is one in.

35,854. Does that contain that clause that the tenant is not allowed to shoot?—Subject to the provisions of the Ground Game Act.

35,855. Does it say that in the agreement?—It says that in the agreement.

Mr. *Seebohm.*

35,856. Your view is that the question of rent is best left to be settled between the landlord and tenant, I suppose, from what you said just now?—Yes.

35,857. And that it must ultimately be settled by the law of supply and demand?—No doubt.

35,858. Is there in this neighbourhood much of what you would call land-hunger?—No, I should say not.

35,859. When a farm is let are there many applicants for it?—There are sufficient.

35,860. Several?—I have always found in my experience that there are quite sufficient to enable me to choose a good tenant.

Mr. *Seebohm*—continued.

35,861. How many would you say, five or six?—Oh, three or four.

35,862. And then, I suppose, if you were to let a farm that was vacant to the highest bidder——?—Certainly not.

35,863. You would get a higher rent than the usual rents that are now charged by the landlord?—Yes.

35,864. Why would you not accept the highest bidder?—It is a very difficult question to answer, I think. I think one has to ascertain the character of the man and his general adaptability for a farm. Some men are more capable of managing a grass farm of course, and some more capable of managing an arable farm; but I think one uses one's judgment in selecting a man.

35,865. And you use your judgment as to what is best for the landlord?—No. As a rule I am governed more by a tenant who I think will be successful and permanent.

35,866. Who will make a good tenant?—Yes.

35,867. If you got a bad tenant on the farm he might let the farm run down?—Yes.

35,868. And he would in other ways, perhaps, damage the property?—Yes.

35,869. So that there are sufficient reasons, looking at it simply upon the principle of supply and demand, why a good landlord should not accept a high-bidding tenant in all cases?—Yes.

35,870. So that, in fact, looking at it from the point of view of a good landlord, it would not pay to let his land by tender or to charge a rack rent?—No, certainly not.

35,871. Do you think that on the whole that is a sufficient safeguard against the competition for farms and anything like land-hunger raising the rent in the long run higher than it ought to be?—Yes.

Mr. *Richard Jones.*

35,872. In your summary, Mr. Lipscomb, you say that changes in tenancy are less frequent than formerly. Have you noticed whether there is any difference on good and bad times in the number of changes of tenancy?—I think where you have a great number of changes there is decidedly a letting down of the farms. I think where changes are frequent that farms are sure to decrease in value.

35,873. That is, on bad times there are a larger number of changes?—Yes.

35,874. Then your answer implies that farmers are in a more thriving condition than they have been, because you say that the changes are less frequent?—Yes, I think that when the bad times came in 1879 and 1880, the losses were so very heavy that a great number of farmers were utterly stranded and unsettled; they lost so much capital at once. I think now that farmers form a more accurate opinion of the true position of things, the landlords they live under are generous, and there is probably, I should say, less uncertainty with regard to seasons; seasons are better now than they were in the course of 1879 and 1880.

Mr. *Richard Jones*—continued.

35,875. But last season was a most disastrous one, was it not?—It was with respect to hay crop on the high lands.

35,876. It did not affect Monmouthshire, I suppose?—Not so severely, I think, certainly, as some parts I know.

35,877. Then may we take it as your reply that farmers are really better off now than they were about the year 1880?—I think they are better able now, in the sense of being more wideawake, to meet the difficulties which arise. I think they have learnt a lesson which has been very severe.

35,878. Is the Agricultural Holdings Act operative on Lord Llangattock's estate?—I have not had any outgoing tenants in my experience except in two instances I think, and they were allowed to make use of the Agricultural Holdings Act or to go out under the agreement; it is perfectly optional.

35,879. Did they claim under the agreement or under the Act?—Under the agreement, under the scale of allowances.

35,880. There is a scale of allowances?—Yes.

35,881. How was the claim settled under the agreement?—By mutual arrangement.

35,882. What is the course adopted; does each appoint a referee?—Yes.

35,883. And it is settled without any difficulty?—Yes, settled without any difficulty.

35,884. Without occasion to appoint an umpire?—Yes.

35,885. Do you say that you have had two cases only?—Yes.

35,886. Was there any claim put in?—No.

35,887. It seems to me that your reply as to tenants being better off does not harmonise with your answer respecting the remedy. You say that there should be more capital employed on the land?—Yes. I think tenants are living much harder than they did. I think they are living on less than they did in those days.

35,888. Why do they live on less—because they have less, I suppose?—Yes, I suppose so.

35,889. What is your explanation as to this. In one place you say that they are better off than they were about the year 1879 or 1880, and yet you say that more capital should be employed on the land?—I think they have had a bitter experience, and that is my meaning in saying that they are better off, in the sense that we are supposed to profit by experience in everything in this life. I think the times in 1879 and 1880 came upon them very suddenly, and I do not think any tenant was able, as it were, to grapple with it, there was such a heavy loss.

35,890. Do you find any desire among tenant farmers to take farms larger than they are able to stock?—Yes, I do find that there is such a desire.

35,891. What is the reason?—I think it is want of judgment, I should say, is the reason—I do not know the reason.

35,892. You think that farmers are not alive to their own interests?—I think it is a mistake to take too big a farm, and to take a farm which is not commensurate with your capital.

Mr. *Richard Jones*—continued.

35,893. Or is it because they find that, as a rule, the large farms are cheaper than the small farms. Is that so?—No, I do not think so. I think rents are very proportionate.

35,894. You think there is not much difference between large farms and small farms?—No, not per acre, except they are under exceptional circumstances, such as being near a town—a small holding.

35,895. Which do you find the most skilful farmer—the large farmer or the small farmer?—I should say the small farmer.

35,896. It has been repeatedly told us that it is the large farmer, and for this reason, that, as a rule, he employs more machinery?—In that sense I think the large farmer would be, but when I say the small farmer I think that, as a rule, the small farmers pay more attention to the profits which are to be made out of smaller things on a farm, such as poultry, dairy work, and so on.

35,897. They take a greater personal share in the details of the work?—Yes.

35,898. Which do you think thrives best—the small farmer or the big farmer?—I think the small farmer.

35,899. Then, are we to take it as your opinion that small farms generally pay best?—Yes, I think so.

Mr. *Griffiths.*

35,900. What is your custom with regard to the purchasing of manure? You state in your summary, "Allowances for purchased manures." What is your custom?—By that I mean that in any cases where pastures have been laid down at the cost of the landlord, there have been allowances made in subsequent years.

35,901. You not only find them seed, but you assist them as well in getting manure?—Yes, in many cases; not always, but in a great many cases.

35,902. Then, you consider the agricultural labourer is pretty well off on your estate?—Certainly.

35,903. I see in the report which you made to the Labour Commission, that you say you "never know whether you are meeting the "squire's daughters or the cottagers' daughters, "the latter are dressed so well." They must be dressed very well, I should think?—Yes, very well. The words quoted are not mine; they were said to me, and I quoted them to the Labour Commissioner.

35,904. The scale of wages is higher than it is elsewhere, and I am pleased to find also that you employ the labourers' children on the farm?—Yes.

35,905. You give them piece-work?—Yes.

35,906. And you find they do very well?—Yes, very well.

35,907. Have you any model cottages on the estate?—I have not a plan here, but the cottages we are building now have three rooms downstairs and three bedrooms.

35,908. What might be the probable expense of erecting these cottages. At what cost is it done?—If they are single cottages they cost us 300*l.* to 350*l.*

Mr. *Griffiths*—continued.

35,909. And when they are attached to another they are done a little cheaper, I suppose?—Yes.

Sir *John Llewelyn.*

35,910. Are those double cottages or single cottages?—Single cottages.

Mr. *Griffiths.*

35,911. Do they pay a rent for those cottages, or is it an ordinary housing?—They pay no rent.

35,912. Then, are those cottages convenient for the men to go to work—close on the farm?—Yes.

35,913. We find in most places that the cottagers mostly run to the villages, and have a long way to walk from and to their work?—Yes, that is very inconvenient. I think they ought to be as near their work as you can get them.

35,914. I think we have found that everywhere—that they want more cottages for the agricultural labourer right on the spot. How about gardens. Have you any allotments?—No, it is a very difficult thing; I do not think it would be possible to work allotments.

35,915. Not in this district?—No. Nearly all the cottages have a sufficient garden attached to them. Very often they have a bit of orchard ground attached to them as well.

35,916. Sufficient to raise potatoes for the use of the family?—Yes. I think it is a mistake to give a labourer more than he can conveniently work in the evening.

35,917. I do not think he would require more, as a rule?—No, I think they are quite sufficient.

35,918. They do not apply for more; they only want just what they require for their own use; they have no time to attend to any more?—No.

35,919. Then, what kind of labour is generally employed in this neighbourhood; do they generally on the farms keep the best men or do the best men go elsewhere?—I think the best men go away.

35,920. Do you not think it would be to the farmer's advantage, and that it would keep the best men on the farm, if he paid a little more wages?—No doubt it would be more satisfactory.

35,921. It would be best in the end, would it not?—Yes, no doubt.

35,922. But, as a rule, the aged men stay on the farms?—Yes, as a rule.

35,923. Do you find them as competent as years ago?—No, certainly not.

35,924. Do they take the pride they did formerly in looking after their horses and so on?—No, I am afraid not; I should say not.

35,925. Do you think that if the labourers had these cottages that you have—these model cottages—that it would be the means of keeping them from running into the towns and villages?—I think we are passing, and we have been for some years passing, I hope, through a transition state with regard to labourers. I think, if their cottages were better and the wages were on a scale such as you would like

Mr. *Griffiths*—continued.

to find them at, it is probable then that the men would be induced to stay in the country.

35,926. Yes, it is generally a healthier pursuit than that of mining. Is there much attention paid to poultry on the farms that you are connected with?—More than formerly.

35,927. More than used to be?—Yes.

35,928. And more still could be done, I suppose?—Yes.

35,929. Do you provide them with better accommodation for their poultry in poultry houses?—Yes.

Chairman.

35,930. There is one question I should like to clear up about the haulage. In the statement which you have handed in you state hauling was done away with, but that hauling you referred to was not the hauling of the materials for building?—No, it is a clause in the old agreement.

35,931. That is the old form of agreement as to hauling the coal up to the manor house, the castle, or whatever it is?—Yes.

The witness withdrew.

Mr. S. C. BOSANQUET called and examined.

Chairman.

35,932. You are Mr. S. C. Bosanquet, of Dingestow Court, Monmouth?—Yes.

35,933. You are the chairman of quarter sessions, I believe?—Yes, I am.

35,934. You own about 3,000 acres in Monmouthsire?—Yes, something under that, about 2,600 let to tenants.

35,935. What is the management of the estate, do you manage it yourself?—I manage it myself.

35,936. You have no agent?—I have no agent.

35,937. What is the date of entry on your farms?—February 2nd is the usual date for most of them.

35,938. Are they generally leases or yearly tenancies?—Yearly tenancies.

35,939. Do you happen to have one of your agreements with you?—Yes, I have brought a form of agreement with me (*producing same*), but they are mostly verbal agreements. It is the only form I have.

35,940. Do you generally give this agreement to all your tenants or not?—They are most of them verbal agreements. Something less than half of them, I should think, have had those written agreements.

35,941. Then you have had no demand for leases?—None whatever.

35,942. How do you fix your rents?—By agreement with the incoming tenant. The rent is very seldom changed when a new tenant comes. We almost always ask and receive the same as before.

35,943. Have rents been raised on this estate?—No, they have not been raised. The rents are smaller than they used to be. There was a time when rents were raised, but that was before they came into my hands. They are all now lower than before that.

35,944. Can you tell us at all what reductions have been made?—The principal reductions were made before I came into the property. I came into the property 11 years ago, and the largest reductions were made from 1879 to 1881. There were reductions of about 20 per cent. for the most part about 1881, and there were some few before, and some have been made since—some by myself. The reductions now amount to very nearly 30 per cent. on an average.

Chairman—continued.

35,945. Those are the permanent reductions?—The permanent reductions. I said 20 per cent., but that was all at one time. The average reductions I find, on looking over my accounts, come to nearly 30 per cent.

35,946. Are the rents paid up on the nail, or do you give them any time of grace?—They are paid generally four months, or rather under four months, after the time. The February rents are paid about the end of May or the beginning of June.

35,947. Of course the tithes are paid by the tenants?—The tithes in all the old tenancies continue as they were.

35,948. Then land tax?—The land tax is mostly paid by the tenants.

35,949. And chief rent?—The chief rent, what there is, is paid by myself. That is a small matter.

35,950. Are rates paid by the tenant?—The rates are paid by the tenants except in Dingestow, where there is a school board. I have always been accustomed to pay part of the school rate for them.

35,951. As regards labourers. Are you well off for labourers?—Labourers are scarce in harvest time, but in other times there is no difficulty.

35,952. I suppose a lot of land has gone down to grass in your neighbourhood?—Yes, it has gradually been laid down more than it used to be.

35,953. Have you any trouble with the game. Do you keep the game yourself?—I keep the game myself. I do not preserve to any great extent.

35,954. And there is not much trouble with that?—No; very little trouble.

35,955. Do many labourers belong to benefit societies. Do you know anything about that?—I should say that the larger body do not belong to benefit societies. Some do, but I should think on the whole the majority do not, as far as I know.

Chairman—continued.

35,956. In your opinion the tenant farmers are a hardworking industrious class?—The tenant farmers in my opinion work, if anything, harder than the labourers, certainly as hard.

35,957. Do the children work?—The children as they grow up work on the farms.

35,958. Then they are set up in farms, I suppose?—Some of them get set up in farms.

35,959. Is the servants' accommodation pretty decent and good?—It is only moderate. They live in attics in the farmhouses. It is fair accommodation, not always arranged as one could wish. The farmhouse is not always built conveniently.

35,960. As regards cottages, can you tell the Commissioners anything about them?—As far as numbers go, they have rather gone out of use than otherwise. It is more difficult to let cottages now. Cottages are more apt to stand empty than they used to be, there are fewer labourers about the neighbourhood.

35,961. As regards gardens, have they got gardens attached to them?—Almost invariably. I do not think I know of any case in which there is not a garden attached to the cottage.

35,962. Have you got any small holdings at all in the neighbourhood?—No, there are no small holdings in our parish, and very few that I know of in the neighbourhood.

35,963. No place where a man can keep a cow, or anything of that sort?—No.

35,964. No common where he can turn out a cow?—No, there is no common.

35,965. I suppose the young men go to the mines?—A good many go to the mines.

35,966. And I suppose you have felt the foreign competition very much as regards price?—Yes, the prices have gone down, and of course that has been very hard upon the farmers.

35,967. The relations between yourself and your tenants are very friendly?—Oh, yes, there has been no trouble in that way whatever. I have always been friendly with all of them.

Mr. *Griffiths.*

35,968. Have you had many changes on your estate?—No, not very many.

35,969. When you have changes, do you have many applications for farms?—Yes, generally a good many.

35,970. Why should the tenant pay the land tax. It is a landlord's tax?—I took the rents pretty much as they were when I came into the estate. Of course it is a mere matter of arrangement whether the rent is raised, or the land tax is paid, but I have never altered it. In one or more cases I have taken the land tax upon me, but mostly I have left it as it was.

35,971. Then you pay a portion of the school board rate as well, do you not?—Yes, I always pay in fact part of the school board rate for those tenants who have a board rate, which is only in the parish of Dingestow.

35,972. You state here that you had a claim for general improvement?—Yes; one tenant that was going out said that he had improved the

Mr. *Griffiths*—continued.

farm, and he said that anyone coming in would give him something for it. I preferred doing it myself, and I got a valuer to look it over and take his statement, and to say what he thought the improvements were worth, and I paid it.

35,973. You came to terms?—I paid him what the valuer said on his statement was fair. I did not interfere myself really, except to ask the valuer to act.

35,974. Was that as much as his claim, may I ask?—Very nearly, not quite.

35,975. Then you assist in letting down the land to pasture as well?—Yes, I have allowed the seeds for it.

35,976. You generally pay for the seeds?—When I have been asked to do so I have done so. I think, in some cases, when land has been laid down, it has simply been letting it go.

35,977. Can you tell us whether farmers have any trouble in getting their servants to come in at nights. We have found in some place there has been some difficulty?—That I could not tell you, I do not know that they have.

35,978. Unfortunately we have not many tenant farmers come before us here to-day?—I am sorry. I was in hopes that some of the tenant farmers were coming. Mr. Nicholas, I understood, was coming here, and he would be able to tell you better than I, no doubt. That is a point on which I have not heard any complaints.

Mr. *Richard Jones.*

35,979. Have you effected any repairs on your property since you came into possession?—Yes, every year there have been repairs.

35,980. Have you charged any interest?—No.

35,981. I suppose the neighbourhood where you live is quite an English neighbourhood?—Yes, quite, it is only five miles from here.

35,982. It seems to me that you have treated your tenants very liberally, that is my opinion?—Well, I think about here the landlords generally do the improvements, and I do not think, as a rule, as far as I know, they do charge interest in these parts.

Mr. *Seebohm.*

35,983. You mentioned, I think, as a previous witness did also, that when a farm was to let there was a considerable number of applicants generally?—Yes, I have always had several applications for any farm that has been to let.

35,984. Do you think the competition rent, or the rent that the highest bidder would give would be a much higher rent than the ordinary rents that are given now?—I should say not very much. I have no doubt I could get more if I tried for it, but I do not suppose that it would be advisable to charge very much more. I have no doubt that if it was put up to competition the rents would be higher than they are when fixed by agreement, as they are now.

Mr. *Seebohm*—continued.

35,985. But for reasons of your own, you, as a landlord, would not take the highest bidder?—No, I should not take the highest bidder.

35,986. Would you kindly say why?—Well, I like to choose my tenant. I like to have a man whose character I know. It never would have occurred to me to put a farm to auction, as it were. What I inquire about is the character of the man, and whether he is likely to do the farm well.

35,987. So that as between a good landlord and his incoming tenants the law of supply and demand really settles the question pretty rightfully, and does not make a competition rent the rent which is actually charged?—No, I do not think it is a competition rent, certainly.

35,988. Now in the case of a landlord who had recently purchased his estate and given a large price for it, and wanted to make the most of it, would you think it an unjust thing on his part to let the farm by tender?—No, I do not know that I should say that it was unjust.

35,989. Would you say that it was inexpedient—that for his own sake he ought not to do it?—Yes, for his own sake I should not recommend it.

35,990. Do you think that the punishment which would come to him, in the natural order of things, for taking such a course, would in the long run be sufficiently deterrent to prevent its becoming a common thing that landlords should let their farms by tender?—Well, it is not a matter that I have considered, I confess. I have never had occasion to consider it.

35,991. I asked the question, of course, because we have on the one side the evidence that there is no difficulty, and that in fact with the good landlords, the rents are very fair rents, but the difficulty seems to be how to deal with exceptional cases. Would you have a strong opinion as to whether it is ever necessary by law to give the power to have a judicial rent, or a rent fixed by a third party?—I do not think so. I do not think the rents would be ever exceptionally or unreasonably high, as far as I can judge by what I have seen around me.

35,992. You think the effect of the law of supply and demand is sufficient?—Yes.

35,993. It does not strike you that to meet the exceptional cases anything further is really required?—I do not think the competition for farms is so keen that people would give an unreasonable rent. I do not think there is that sort of land-hunger here that would cause them to do that.

35,994. But in a case where there was land-hunger, say up among the mountains, where there are smaller farms, would that alter your opinion. Would you be quite satisfied with things being left to the law of supply and demand?—I really cannot express an opinion. I cannot say that there might not be a difficulty, that farms might not be put up too high in that way, but as I say, it is a matter I have not paid any attention to. I have not considered the matter.

Mr. *Seebohm*—continued.

35,995. Do you think that the competition for farms and the tendency to give too high a rent is mostly the result of want of knowledge or ignorance on part of the farmers, or that they are too sanguine in their temperament, and that that would be removed by further education?—I do not think that the people about here, the farmers that I know, would be induced to give a rent very much higher than the land is worth. I think they would refuse a farm rather than give a rent that would not answer. I think most of them would know sufficiently about the land to do that, and I think they would act upon it.

35,996. And looking to the future, would you think that they would become more and more able to make their own bargains rather than less and less able. Would not you, from the spread of intelligence and the lessons of experience in these bad times, think that that will be so?—Yes, I think they would be more careful as to making too high a bid. I think some time ago, when times were looking better, there was more likelihood of their taking farms with a sort of speculative price. I do not think in these times they would do it.

Mr. *Grove.*

35,997. I think you stated that there is no demand for leases, but in any case where they were asked for in past years you readily granted them?—No, I cannot say I did grant them, I say I should grant them if they were asked for. I have no objection to leases, but none of the tenants wished for them.

35,998. Do not wish for them now?—I have never been asked for a lease, and the only ones I have spoken to on the subject say that they prefer going on as they are. I should have no objection, personally, to a lease.

35,999. You let a great deal verbally, I think you said?—Yes.

36,000. No written agreement is then given to them in any shape, I suppose?—In that case there is no written memorandum.

36,001. I think you have built what we might term model cottages on your estate?—I have built some cottages. I should hardly call them model cottages. They are fair cottages, they are sufficient.

36,002. Is the superior kind of cottage appreciated by the labourer as compared with the old kind of cottages. In some cases we know that they much prefer to live in the old-fashioned place, with its inconveniences, rather than in the better kind of cottages which have been built at an increased expense for them?—The cottages I have built have been for my own people, not for those who are working under the tenants. I think that they do appreciate better cottages, but they would rather go on in an old cottage that they have lived in all their life than have

Mr. *Grove*—continued.

it pulled about, very often. That is a matter of sentiment.

36,003. Or rather than pay, I suppose, any increased rent?—I do not think they would be inclined to pay increased rent, even for a better cottage as a rule.

36,004. As to fruit culture, do you advocate and try to increase as far as you can amongst your tenants the growth of fruit?—There is no fruit except apples that they go in for at all. I have tried, so far as I have any influence, to get them to grow better kinds of apples, and I think they are inclined to do it themselves now. There used to be nothing but cider fruit as they call it. Now they look more to fruit for selling for market produce, and I encourage that.

36,005. Do you know whether any of the tenants have asked Mr. Grant, the Technical Instructor in Agriculture for the County Council, to come and give them any advice in any way as to what particular kinds of trees would be suitable for certain positions?—I do not know that they have any of them asked him. I have consulted him myself on one occasion when the tenant wanted some trees, but I do not know that any of them have asked him themselves.

36,006. I would like to mention that Mr. Grant is quite ready at any time to give his advice as far as he can, and would go to any part of the county on being requested to do so?—I think that is a very good thing.

36,007. Now as to the butter school, do you think that the teaching by the county council has been beneficial?—We have not had it very close to us. It is very difficult to get a class together.

36,008. Is that simply because of the geographical position of the teaching, or is it simply because of disinclination on the part of the farmers or servants to go to it?—Both reasons, I think. The distances make a difficulty, but I do not think a great many of them see the advantage of it. I hope they will.

36,009. What is your own personal view of the matter, do you think that it is advantageous?—I think it would be a very good thing if they could learn more.

36,010. For instance, to ask a practical question, do any of your tenants that you know use the separator, is it used at all?—No, I think not.

36,011. What would be your idea as to what is termed security of tenure? Do you think that something in that direction might be done?—You mean selling the interest, that idea; you mean that the incoming tenant would pay something as compensation to the outgoing tenant?

36,012. Yes.

Mr. *Richard Jones.*

No, that is free sale.

Witness.

I want to know what the question means.

Mr. *Grove.*

36,013. What I want to see is this. The general idea is that insecurity of tenure prevents the tenant farmer from developing the land and making it as productive as it might be?—I think the tenants feel sufficiently secure with their yearly tenancies, or else they would ask for leases, I presume. I think they feel they have all reasonable security for going on.

36,014. And you think that under the Agricultural Holdings Act, and the general custom of the country, they get pretty well compensated for the improvements they make when they leave a tenancy?—I do not know whether it is quite sufficient in itself. I have had no claim under the Agricultural Holdings Act in this part at all. The only claim that I really had was the one I mentioned, in which a general claim for compensation for general improvements was made, and in point of fact very little, I think, would have been got, if anything, under the Agricultural Holdings Act in that case.

36,015. Are the conditions of the Agricultural Holdings Act pretty well known amongst the tenants, do you suppose?—I cannot say.

36,016. I am afraid not. From replies one gets in various places they do not seem to know very much about it. Then I think you allude to foreign competition as being one of the causes at any rate of the agricultural depression?—Yes, I think it is undoubtedly.

36,017. Do you think the marking of foreign meat, for instance, would be of any benefit?—I think it would probably be of some slight benefit.

36,018. Could you suggest any other remedy at all as far as regards the present outlook of agriculture in any way?—No, I do not know that I can.

Sir *John Llewelyn.*

36,019. Will you tell us what the verbal agreement is that you make with your tenants?—There are no terms as a rule.

36,020. You simply mention the amount of rent?—There is nothing mentioned as a rule except the amount of rent. There are certain understandings between us, but they are not put into words.

36,021. Does the custom of the county as settled by the Chamber of Agriculture of Monmouthshire apply?—For the most part, I think. There are certain outgoing rights, of course.

36,022. And those rights will be settled in accordance with that custom on your own estate?—Yes. It is a matter I have never been able quite to satisfy myself about, but in some cases on certain farms there seem to be some differences of custom.

36,023. In respect to the improvements compensated for by yourself, were they based upon the custom recommended by the agricultural custom of the county?—No, I do not think they were. I left it entirely in the valuer's hands.

Sir *John Llewelyn*—continued.

36,024. May I ask what those particular improvements were. Were they in the nature of drainage, or were they in the nature of structural improvements upon the farm?—Neither one nor the other.

36,025. Good husbandry?—There was some improvement in the husbandry. The farm had rather been let down before the tenant came in, and he had brought his hedges into better order It was general cultivation. The drainage I always do myself.

Mr. *Richard Jones.*

36,026. Do you do all the drainage?—I do everything except the hauling. The tenants generally haul the pipes.

36,027. And you do not charge any interest?—No, I do not charge any interest.

Mr. *Griffiths.*

36,028. Is it not the fact that owing to the races to-day a great many of the farmers have gone there and are not likely to attend here?—It is very possible, I think.

The witness withdrew.

Adjourned to to-morrow at Chepstow.

FORTY-FIFTH DAY.

Bank Buildings, Chepstow, Monmouthshire, Saturday, 17th March 1894.

Present:

Lord CARRINGTON, G.C.M.G. (Chairman).

Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederic Seebohm, LL.D., F.S.A.

Mr. T. E. Morris, Acting as Assistant Secretary.

Mr. R. T. Bassett called and examined.

Chairman.

36,029. You are the Master of the Glamorganshire Foxhounds?—I am.

36,030. Do you wish to make any statement to the Commission?—I do. I wish to make a statement with regard to the evidence given by Mr. B. Maddy, a rabbit-catcher, given to you at Cardiff.

Sir *John Llewelyn.*

36,031. What is the number of the question and answer to which you refer?—His evidence begins at No. 26,181; and also with regard to my own tenant, Mr. Jenkin Thomas, jun.

Chairman.

36,032. What number is that?—26,522.

36,033. Will you take the first?—Maddy gave evidence rebutting mine, at Cowbridge, with regard to the quantity of game and rabbits in that district. I only wish to say this, that on one of the farms where he is supposed to have caught a large number of rabbits——

36,034. What number is that?—He caught 800 rabbits.

36,035. But what is the number of the question?—No. 26,197.

36,036. "I caught about 800 rabbits on from 30 to 40 acres of land."?—Yes. I applied on behalf of a tenant farmer for a farm adjoining that, close by it, next to it, and I wrote to Mr. Knox, the agent for Miss Talbot, for him. Mr. Knox wrote back to me, and said he was sorry I had not applied before, and that there were already 23 applications for the farm.

36,037. What does that rebut? Do you deny that 800 rabbits were caught on 30 to 40 acres of land?—No; but it shows that nobody was afraid to take the land on account of the rabbits. There were 23 applications for it.

36,038. Does he say that no one was willing to take the farm?—Yes.

36,039. Where does he say that?—He does not say that, but that was what was given to me at the time in the district.

36,040. But do you rebut that?—Yes.

36,041. Do you, of your own personal knowledge, say that this man did not catch 800 rabbits on 30 to 40 acres of land?—No, I cannot say quite as much as that.

Chairman—continued.

36,042. All you can say is that there were 20 applications for the farm next door?—Yes; and I wish to say that a tenant was not afraid to take the farm on account of the number of rabbits there.

36,043. Your inference from that is that a tenant was not afraid to take the next farm?—Exactly.

36,044. But you do not contradict the statement that 800 rabbits were caught there?—Oh, I could not do that, of course.

36,045. Then I come to Question 26,226, "Do you find that rabbits are thicker on the "Margam estate than on any other estate?—"(A.) They have been thicker than any other "part that I have been to this summer." Do you contradict that?—He says, "At Penlline, in "the summer of last year, I killed over 5,000 "rabbits in one parish and sold them."

Sir *John Llewelyn.*

36,045*a*. Is that Maddy's evidence?—Yes. If he killed 5,000 rabbits in the parish of Penlline, which is a very small parish—there are only about four farmers in it—what became of the money that those rabbits were sold for? There is not the slightest difficulty in getting 1*s*., and in some cases 1*s*. 6*d*. and 2*s*. for live rabbits in the Rhondda Valley for coursing, and, taking his own figures, 5,000 rabbits at 1*s*. each, I would point out that there was a very large surplus left over for compensation.

Chairman.

36,046. Then do you contradict that? Do you say that 5,000 rabbits were not killed?—I say that it is very unlikely.

36,047. That is all you can say?—I do not think the 5,000 rabbits were there myself.

Mr. *Grove.*

36,048. Maddy stated that the tenant farmers paid him 4*s*. a dozen for catching the rabbits?—Very well, then there is the balance for compensation.

Chairman.

36,049. I do not think we need go into the matter of who bought the rabbits, or whether they were sold or not. All we want to know is, do you contradict the statement that 5,000

Chairman—continued.

rabbits were killed in this one parish?—I say it is very unlikly.

36,050. Your opinion is that it is very unlikely, but you do not go further?—I think it is very improbable that 5,000 were killed in that parish. Of course, I should not like to say that they were not, but I do not think it is likely. I am very intimately acquainted with the parish. I know it very well.

36,051. Your opinion is that 5,000 rabbits were not killed?—No.

See 26,522–631.

36,052. But you are not able to prove that they were not?—No, I am certainly not.

36,053. Is there anything else?—With regard to the evidence of my tenant, Jenkin Thomas, junior.

36,054. What number is this?—At Question 26,538 he complains of being given notice to quit his farm.

36,055. That is Mr. Jenkin Thomas, junior's, evidence?—Yes.

36,056. "I told him we had had a difficulty to "pay for the rent owing to this, that the back "land was so poor that we could not compete with "other farmers in the state of the market and "of prices. I told him that there was no form "of bone, flesh, or muscle in the land. He "wrote back to me, and I do not know whether "it was a mishap of his or not, in an unstamped "envelope, and said he was sorry he had rented "the farm." What does he mean by that—let the farm to another man——

36,057. "He did not give an explanation "why he sent father away from the farm. He "did not give us any decided explanation why "he sent father away, and he said it was, of "course, too late then—that he had rented the "farm"?—Yes.

36,058. Is there anything on that you wish to say?—To go back a little further, to the previous question; I came into this estate a few years ago. Jenkin Thomas's father was then under notice to quit, to leave the farm.

36,059. Then I think we had better read that, if you want to refer to the question before this?—I wish not to waste your time.

36,060. But we must go into this. He says: "The landlord himself telling us that he would "not allow any more rabbiting." Is that correct?—Certainly not.

36,061. "We had notice when the late Mr. "Bassett died of the change of landlord, and "when we went before the present landlord he "spoke very grossly to us." Is that the fact?—Certainly not.

36,062. "I do not know why—and he gave "us an allowance to continue in the farm for a "certain time." Is that right?—He was under notice to quit when I came into the property, and I withdrew that notice. I did not like to turn him out the first year I came into it. It was to give him another chance.

36,063. "We were renting afterwards under "Mrs. Bassett, the widow of the late Mr. "Richard Bassett, and from Mr. Thurston "Bassett, Crossways. The lower part of the "farm belonged to Mrs. Bassett, and this other "part of the farm and buildings belonged to "Mr. Thurston Bassett." Is that so?—That is quite right. The farm was divided into two.

36,064. "We had notice to quit the last "February." Is that right?—Yes.

36,065. "And we thought that Mr. Bassett "was going to buy the whole of the farm, and "we lingered until we thought he would be "sole landlord." That, of course, you cannot give an opinion upon. "The day we were going "to pay the rent my sister was taken very "poorly, and we were not able to leave her "bedside for a month. In consequence we had "to stay at home, and father had to stay at "home as well. A man came during this time "to walk the farm." That is, to go over the farm?—To look over the farm.

36,066. "I suppose he saw Mr. Bassett." Is that right?—I sent him.

36,067. "And rented the farm without giving "a chance to father, who had been in the farm "12 years, and he did not owe the landlord a "penny of rent." Is that correct?—He had been there 12 years, and he did not owe any rent; but as regards not giving him a chance, will you allow me to say this, that the notice was given to him on the 2nd of February, and the first intimation I ever heard that they wished to stay was given to me on the 24th July following. I had never seen or heard until then, and I thought it was time that I looked out for a new tenant.

36,068. "Without giving a chance to father "he rented the farm to this tenant, who is "coming in now. I wrote to Mr. Bassett, and I "asked him this. I said he was sorry he was "turning my father out." Did he write that?—He wrote me the letter I have here.

36,069. "He," that is, his father, "was a man "78 years of age—nearly 79." Then comes question 26,538 that I have read before, about the farm being so poor, and there being no form of bone, flesh, or muscle in the land, and so on, and that you wrote back on an unstamped envelope.

Sir *John Llewelyn.*

36,069*a*. What is the point in the letter you have there?—It has nothing at all about it: I will hand in the letter (*producing same*).

Chairman.

36,070. This is the letter: "Lilliput Farm, "Bonvilstone, Cardiff, July 24th, 1893. R. T. "Bassett. Sir, I am very sorry father has "failed to meet you at Cowbridge lately. He "intended coming the day the rent was to be "paid, but my sister was taken suddenly ill, "and he had to leave for the doctor at once, so "he was prevented. There has been a great "fault on his side for not coming to you sooner. "He heard from Mr. Thomas, the agent, that you "were about buying the whole of the farm, "and left it thinking that it would be wiser to "do so until you had purchased the whole." By "left it," I suppose he means left the matter to stand over?—Yes.

Chairman—continued.

36,071. "I must express, sir, a deep regret at " the intention of turning him out of the farm " this year, owing to the state of trade and " price of stock. If the time was equal to years " past he could sell enough off the farm to keep " him comfortable during his life. Last spring " he was a little long in paying some arrears of " rent due to you, but I can assure you it was " altogether due to the state of trade, stock and " corn being so low in price. Perhaps you are " not satisfied with the state of the farm, as you " expressed when we were with you, sir, yet " there is no other answer to give but that the " time being so bad we were not able to expend " money on labour; the great difficulty was to " meet the demands of payments. I have no " more to ask you, only will you please re- " consider the case? If you will let him stay " another year; he is getting on in years being " now 78 years of age, and it is a pity for him " to have to sell off the farm less than will keep " him the remainder of his days comfortable. " The reason I mention another year is because " there is all possibility of things selling at a " better price. Will you please let him know " when he can see you, sir. I am yours faithfully, " Jenkin Thomas, junior." You say that that does not agree with the statement that he made in evidence?—Certainly not. They never asked me to stay in the farm. That is the first intimation I ever had that they wished to stay in the farm; that was on the 24th July. I had never seen the men between February and July —never been near them.

Mr. *Richard Jones.*

36,072. What was your reason for giving a notice to Mr. Thomas?—To quit the farm?

36,073. Yes?—Directly after your meeting in Cardiff, when I saw the evidence that he gave against me, I sent a valuer to the farm there to make a report on the farm, and I would wish to hand in the report to show the reason why I gave him notice to quit (*handing in report*).

Sir *John Llewelyn.*

36,074. You have told us, I think, that there was a notice to quit when you succeeded to the farm?—Yes, I withdrew that. I gave him a chance for another year.

Mr. *Grove.*

36,075. Why was the original notice to quit given to him?—Because the farm was in such a terrible bad state.

Chairman.

The report says: "The farm is not by any " means in a proper state of cultivation, and will " require a great outlay to bring it to a proper " state of cultivation. It would be unreasonable " to expect an incoming tenant to bear all the " expense. I have no hesitation in saying, " however competent a man may be as a farmer " and whatever his capital, that if he had the " farm rent free for the first year, he must be

Chairman—continued.

" at a loss. It is quite evident that Mr. Thomas, " the present tenant, has not enough of capital " to manage the farm. John Lewis, Brigam " Farm, licensed valuer, Nov. 10th, 1893."

Mr. *Richard Jones.*

36,076. Is it true that you complained to Jenkin Thomas, junior, because he went about on Sundays addressing congregations?—When he saw me in Cowbridge, that is on the occasion when he says I spoke grossly to him, I told him I thought it would be much better for him to attend to his own business, and not go so much about the country. That is all I told him.

36,077. It was his father that was the tenant of the estate?—Yes, he was not my tenant at all; he only came there interfering. A great deal has been said as to the next point, that I turned this man out because I disagreed with him on political grounds.

Chairman.

36,078. Which question is that?—The next one, 26,539.

36,079. "I cannot say that this is a correct " statement, but Mr. Bassett referred to me when " we were before him, and he said that I must " stay more at home with father." That is practically the same?—The same, yes.

36,080. "I occasionally speak on Sunday in " the Calvinistic Methodist Chapel. I spend " not an hour of father's time to prepare in any " way for this work. I have been on the farm " now working for him, and I have not received " one fraction for my work during these five " years. I have paid money to help father very " often out of my own pocket, to help him to " bring two ends to meet. We have not had a " single fraction back from our landlord as " compensation, and not as a per-centage, in " these bad times." Is that true?—Certainly, they never had compensation back from me. They were under notice to quit, and I did not think I was justified in giving them any compensation back then.

36,081. "He told me that I had no right to " go about, and he said that if I was a farmer " I could not do the both things." Is that what you said?—Yes, perfectly.

36,082. "I told him I was not his tenant." That is the fact, is it not?—No, he did not say that.

Mr. *Richard Jones.*

36,083. But it was the fact nevertheless?—Yes, he was not my tenant.

Chairman.

36,084. "I told him I was not his tenant, and " I said I simply stayed with father because he " was getting on in years. I simply told " him the fact that I could do better without " the farm, but in consideration for helping " father I stayed at home." Did he say that?

Chairman—continued.

—I really could not say whether he did. I would not like to say.

36,085. "I do not know whether it is because "I stand up and defend my own principles, and "the principles that I cannot help defending; "if this is the reason, I am ashamed to think "that we are made slaves of. I am ashamed to "think that father is turned out of his farm "because of myself, and I am very sorry, really, "that I have been a stumbling-block in the "way. As to the position of farmers and land-"lords, I think that we can gather this, if the "present state of trade is going to continue, the "farming class will be the poorest class possible. "I do not know whether I ought to say any "more, but I think it is my place now to leave "the evidence, and answer any questions you "may put." Is that what you complain of?—I complain of this. In answer to questions later on, he says his father was turned out of the farm.

36,086. What questions do you refer to?—It is about the political question.

36,087. That is 26,607: "Have you yourself "been taking any part in elections, political or "otherwise?—(*A.*) Oh, yes. (*Q.*) You have not "at all offended your landlord in so doing, have "you?—(*A.*) I do not know; that is a hard "matter to answer"?—Yes, that is the reason why he thought he was turned out of the farm, because he took part in these political elections. I beg to say that I did not even know what his politics were, and if he had taken any part in an election, political or not, I do not think it would have had any influence with me. I did not know the man at all.

36,088. So you wish to contradict that?—I wish to contradict that entirely. He also goes on to say that I told him he was not to have the rabbits on the farm, that he was not to do any rabbiting.

36,089. That was the beginning of it?—That was the beginning of it. His first statement, I think, was that he was not to touch the rabbits in any way. I deny that entirely.

36,090. That is 26,535: "Last year we had "a field of barley, and it was estimated by "neighbours close by that they ate 50 bushels "of this barley for us. This year we had clover, "and they ate an acre of this clover this year." Do you wish to deny that?—I think it is very unlikely, with the crop of clover and barley that there was.

36,091. You think it is unlikely, but you are not able to go further than that?—No, I do not think so.

36,092. "Well, we went before the present "landlord, and he told us that he would not "allow any more rabbiting"?—That is quite untrue.

36,093. "Father said: 'Well, if you are going "'to stop us to catch the rabbits, I will not "'keep the farm for half the price.' 'Well,' "he said"—that is, the landlord said—"'You "'know the law, and you can use the law, but "'I am having continual complaints of catching "'the rabbits from Mr. Crawshay'"?—What I said to him was, he knew the law, and could use the law as he liked it, but it was a pity that he was always being at loggerheads with Mr. Crawshay with regard to the rabbits.

36,094. Mr. Crawshay being whom?—The tenant of my house, who had the shooting there.

36,095. The tenant who had the shooting over the farm?—Yes.

36,096. Mr. Crawshay and your tenant were at loggerheads over the rabbits, but you agree with what this man states about your telling him he might use the law if he liked?—Yes.

36,097. "You know the law, and you can "use the law, but I am having continual com-"plaints of catching the rabbits from Mr. "Crawshay"?—Yes. I said that he was perfectly free to catch the rabbits in any way allowed by the law.

36,098. Of course the law, as everybody knows, gives the tenant a right to kill the rabbits?—Yes.

36,099. And he was perfectly within his right in killing them, whether Mr. Crawshay wished it or whether he did not?—Perfectly.

36,099*a*. Then he says, "We did not know "what to do, whether to catch the rabbits, or "whether to let the rabbits alone." You told him that you were having continual complaints of catching the rabbits from Mr. Crawshay?—No I did not. I said it was a pity that he and Mr. Crawshay did not agree about the rabbits a little better. It was no business of mine.

36,100. Exactly. Mr. Crawshay had nothing to do with the rabbits at all. The tenants had the right to kill the rabbits, and Mr. Crawshay was entirely wrong in speaking to the tenants about the rabbits. He had no more to do with the rabbits than I have. The rabbits are the property of the tenant, and Mr. Crawshay had no right at all to interfere with the tenant?—Mr. Crawshay had the house before the Ground Game Act was passed.

36,101. That I quite understand, but when the Act became the law of the land, Mr. Crawshay had no more right to the rabbits than I had. Is that all you wish to say?—Then he goes on in answer to a question by Sir John Llewelyn, No. 26,564. "Was the game reserved to the landlord?—(*A.*) No." I produce his agreement (*handing same*).

36,102. Had he a copy of this agreement?—He had.

36,103. "The landlord reserves to himself all "game, fish, and wild fowl, with liberty to "himself and servants to take and pursue the "same." Then his answer at Question 26,504 is wrong. The game was reserved?—It was reserved. He is wrong.

Mr. *Grove.*

36,104. Do we understand from you that you withdrew the first notice?—I did.

36,105. And then you gave him a second notice?—I did.

36,106. You gave him a second notice because the farm you considered was not in a proper condition?—I gave the notice for this

Mr. *Grove*—continued.

reason. Half the farm belonged to me, and half belonged to my step mother. They were not satisfied with the way their half was farmed, and I persuaded them when I came into the property to withdraw the first notice, if you understand me. They had the good land, and I had the bad land, and their good land was very badly farmed, as that report proves.

36,107. On what date was the second notice given?—It came into force last 2nd of February. That would be the 2nd of February this year.

36,108. You seem to say now, that after the visit of the Commission, and when you had read the evidence he had given, you sent a valuer over the land?—I did.

36,109. I suppose the notice had been given before that time?—Oh, yes. I should like to mention that the valuer I sent over there was a very strong Liberal, and a very strong Nonconformist, and he was also the man that

Mr. *Grove*—continued.

Mr. Jenkin Thomas, the tenant, appointed to arbitrate between him and the incoming tenant.

36,110. As to catching rabbits, do you mean to say that this man was in any way prevented from shooting rabbits?—Not in the least.

36,111. Then why did you introduce Mr. Crawshay's name to him in conversation?—Well, I was trying to smooth matters over between him and Mr. Crawshay to try and get them better friends; they were always at loggerheads with one another.

36,112. But Mr. Crawshay could not object to his shooting the rabbits on his own land, could he?—No, I do not suppose he could.

36,113. I am drawing a distinction between shooting rabbits and catching them?—No, of course he might shoot where he liked, but still they were always bad friends, and I was trying to smooth things over.

The witness withdrew.

Mr. Thos. Lewis Pugh called and examined.

Chairman.

36,114. You speak English?—Yes.

Mr. *Francis:* Tell them you can't speak Welsh.

Chairman.

Then the Secretary will read your statement.

The following statement of the Witness was read by the Secretary:—

"To the Welsh Land Commission.

"My Lords and Gentlemen,—

"Noticing in the 'Western Mail' that the small tenant farmers and labourers failed to appear before the Commission at its Monmouthshire sittings to state facts from their point of view, I found there were two reasons for this, one being that out of about 20 farmers I saw yesterday there was not one who knew the Commission was in our county, and some of them did not even know there was a Commission. The other reason was that they are afraid to appear, and are in despair of anything being done to improve their position.

"As one who was brought up on a little farm, and afterwards farmed it, and lived nearly all my life in this district, and having daily intercourse with small farmers and labourers, I felt it my duty to attend and state the following facts, which I put together this morning.

"Had I intended to appear, I should have given notice, and am sorry to state the subject in such an unprepared manner. I will first mention the grossly excessive railway rates, which are a great loss to the farmer. For instance, the American and other foreign producers can put produce in the British market at as low and in some cases lower rates of carriage than the British farmer. I find the rates of

Chairman—continued.

transit from New York to Bristol Channel ports for general mixed cargoes are as follows:—

Maize	18*s.* 3*d.*	per ton.
Hay	45*s.* 0*d.*	„
Flour	12*s.* 0*d.*	„
Butter	30*s.* 0*d.*	„
Cheese	30*s.* 0*d.*	„
Lard	25*s.* 0*d.*	„
Bacon	25*s.* 0*d.*	„

"This is for comparative small quantities, and would be very much lower for large quantities. The cost of freight is, of course, very much lower from the Continent, eggs from France only costing, *viâ* St. Malo, 28*s.* 4*d.* per ton, or 1*s.* 5*d.* cwt. to Bristol; whereas to send eggs from Tintern to Swansea would cost from 25*s.* 3*d.* per ton to 7*s.* per cwt. Then butter comes over here from Denmark at 17*s.* per ton, or 10¼*d.* per cwt. to Bristol; and if our local farmers want to send butter to Swansea, they have to pay from 25*s.* 3d. per ton to 7*s.* per cwt.

"The rates from Tintern to Swansea are:—

Potatoes, 2-ton lots	11*s.* 10*d.*	per ton.
Butter, in large quantities	25*s.* 3*d.*	„
Eggs „ boxes	25*s.* 3*d.*	„

Butter and eggs, per passenger train, ¾*d.* per lb., or 7*s.* per cwt.

A neighbour of mine told me yesterday that he lately sent nine tons of hay from Tintern to Tidenham, a distance of four miles by rail. He was charged 4*s.* 6*d.* per ton, or 1*s.* 1½*d.* a mile. He would have hauled it, but the distance was double by road. He also said he had sent 30 cwt. of hay to Crumlin. This was loaded by sender and unloaded by receiver. The distance, I believe, is about 33 miles. For this he had to pay 11*s.*, or 12*s.* a ton. It would seem that the

Chairman—continued.

railway company which serves Monmouthshire use their mighty power to crush and bleed the poor unfortunate agriculturists. I presume we are charged excessive rates to enable these companies to carry goods at a loss, like, I understand, they do sometimes from one seaport to another. This brings to my mind something I heard of a firm of millers at Abergavenny doing. If they had corn from Liverpool by rail they consigned it to Newport, then reconsigned to Abergavenny, the grain being first carried through Abergavenny, and on to Newport and back again, at much less cost than if consigned to its original destination first. Surely some power can control these soulless, honourless monopolisers, who are one of the chief causes of agricultural ruin.

"Another cause of the poor tenant farmer, who lives hard, works hard, and sleeps little, not being able to pay his way, is that rents are too high. For instance, rents around our village are 30*s.* to 35*s.* when tenants pay tithe and taxes, and up as high as 3*l.* and over when landlords pay tithe and taxes. In fact, there is such land hunger that people will promise almost any price, although the land is poor.

"No one has more respect and would honour a landlord like Lord Tredegar more than I would; but one swallow does not make a summer, and although there are landlords who are an honour to their class and to our country, I regret to say that there are others who are oppressive and tyrannical, who would screw the last farthing out of their unfortunate tenants, and who must have their tenants to obey them in all things, in addition to paying their rent.

"Then some agents, I am sorry to say, are very harsh towards small tenants under them. For instance, as late as last summer I was made aware of the threatening power of a land agent who had the management of a great number of little places in our parish. It was on the occasion of a School Board election; and this gentleman (who, I much regret to say, has passed away) spent a great part of the day driving round with his woodward telling the cot renters to vote for the candidates he favoured, and some of the poor women were quite upset, and a feeling of fear came over these people, as some of them said the agent told them they would have to give up their places if they did not vote for his candidates. Then, speaking generally, the tenant is frightened into voting the same way as his landlord, or he has to tell an untruth. I have known several tenants give up their farms on this account. A farmer told me yesterday that he could not stand it any longer, and would be having a sale in a few weeks. He appeared, although only a middle-aged man, to be in a state of despair, and thought there would have to be a Revolution to improve things. I tried to assure him that we would move on better lines than that.

"Then there are a great number of cot rent places in our district. These places were taken

Chairman—continued.

in generations back off the common, and the lord of the manor claimed an acknowledgment, which seems to have been generally one shilling a year; but as time went on the poor people and their children and descendants, or whoever got the places, were made to pay more, until in some cases the full value was reached——"

36,115. Have you any objection to state who the lord of the manor was?—His Grace the Duke of Beaufort.

[*Statement continued.*]

"or the owners driven from their homes, the houses being in some cases pulled down and the land let with another farm, or planted with larch. Here are two cases of cot rent being risen:—

"Ann Jones, a widow, 75 years of age, who lives in the parish of Trelleck, and whose father paid 1*s.* a year, now has to pay 2*l.* 5*s.*"

36,116. Is that on the Beaufort estate?—Yes.

[*Statement continued.*]

"Mrs. Williams, Pennath Mill, also a widow, who has to have relief, and whose ancestors paid 1*s.* a year, is now charged 2*l.*

"Then the present land laws drive the most enterprising people to the large towns or to America, because the landlords will not sell land for schools and other purposes which would tend to improve the moral and general welfare of the country. I beg to put in copy of the following minutes in proof of this:—

"June 3, 1875.

"Meeting of the Trelleck School Board.

"Resolved that the chairman (the Vicar of Trelleck) write to his Grace the Duke of Beaufort for half an acre of land at Catbrook for a school site."

"Sept. 15, 1875.

"Meeting of Trelleck School Board."

"The chairman produced a letter from Mr. Baker, the Duke's solicitor, refusing to give or sell land for a school."

"Tintern School Board Meeting,

"Sept. 16, 1893.

"Resolved that Mr. Francis be written to, asking him to give or sell a site for a school."

"Tintern School Board Meeting,

"Oct. 14, 1893.

"The clerk produced a letter from Mr. Francis as follows:—

"Chepstow, Oct. 3rd, 1893.

"From Messrs. Morgan, Francis, & Stanton, Solicitors, and at Newport.

"DEAR SIR,—

"WE have seen Mr. and Mrs. Browning on the subject of your letter as to the school site, and have their instructions to inform you

Chairman—continued.

that they are unwilling to sell any portion of their farm to your Board, and have decided to erect a house on the site you propose, and Mr. Evill has had instructions some time past to prepare plans.

"Yours faithfully,

"Morgan & Co.

"Mr. E. J. Brown,

"Clerk of the Tintern School Board."

Witness.

I may say that that estate is 85 acres. There is no talk of a house being put there—at least, I live in the parish, and I have not heard any talk of any house since.

Mr. *Francis.* You mean on that particular site.

Chairman.

Order, order.

Witness.

I should say that when you asked me if I could speak English Mr. Francis interrupted then and said I was to say that I could not speak Welsh or something.

Chairman.

36,117. I only asked whether you could speak English?—Yes, but Mr. Francis ordered me to tell you I could not speak Welsh.

Chairman.

No witness is, under any circumstances, to be spoken to, and if any witness is interfered with or spoken to while he is at the table very strong measures will be taken by the Commissioners.

Mr. *Richard Jones.*

36,118. Do you know whether notices have been placed on the walls in this neighbourhood announcing that the Commission was going to visit Monmouthshire?—They were placed when the Commissioners were going to meet first; I think it was last spring, but I am sorry to say that the farmers do not get information about this thing, as people in the towns would.

36,119. Do you not think that the farmers would be acquainted with the movements of the Commission by taking the South Wales newspapers?—Well, I was very much surprised myself to find yesterday that they were not.

36,120. Do you think that if they knew they would be prepared to come forward and give evidence?—Well, those that would like to would be afraid.

36,121. Afraid of their landlords?—Yes, and the agents and the general surroundings. They would be boycotted in every way. I have experienced it myself. I was threatened as to a little farm I had, and that led to my giving it up.

Mr. *Richard Jones*—continued.

36,122. You were threatened by the agent?—Well, by some of the people who were about the agent. If you wish me, I will make a statement about it.

36,123. Yes, certainly; please make your statement?—I was brought up with a grandmother on a little 14 acre farm belonging to his Grace the Duke of Beaufort, and worked on it all my life. When we took it we paid 15*l.* a year for it, tithes and taxes. It was in a poor state; in fact, it would scarcely grow anything but bents. We had other land, and kept about twice the stock that the ground would carry, and manured it well, and cleared a good deal of it, and I can truthfully say made the land worth double as much. We did not improve the house. So I kept the grandparents and paid the rent, and they wished me to have the place, but in 1885 I took some little interest, as I felt justified to do, in trying to get Sir Henry Jackson returned as member for this constituency. When the step-grandfather went to pay the rent to Troy House afterwards, one of the officials there said that they had marked me, and would punish me for my conduct at the election. See evidence of Major Lister and Mr. Henry Williams on 59th Day.

36,124. What was the name of the official?—He was the head woodward, Lewis Williams—I beg your pardon, Henry Williams. He used to be about with Mr. Verrinder, the then agent, and he used to have a considerable influence over Mr. Verrinder; in fact, Mr. Verrinder seemed to do everything pretty much as Mr. Williams suggested.

36,125. Was Mr. Verrinder the agent?—Yes, and this was his principal man.

36,126. Will you go on with your statement?—I knew how other men had suffered on account of doing as they felt they would like to.

36,127. On the Duke of Beaufort's estate?—Well, they had been made to suffer. We had one road surveyor ruined because he was a Liberal in Trelleck district. His position was made too hot for him, he was driven out of his appointment because a great number of the members of the Highway Board, or a good number of them, would be the Duke of Beaufort's tenants, and then the *ex officios* on the Highway Board and all the people in power were Conservatives. Then, knowing this, I thought when my grandparents died, that it would be the wisest thing, considering that it was surrounded by the Duke's woods and I should have my things pounded and be harassed in every way, I thought that the best thing would be to get out of the place the first opportunity. I wanted to have manured it and improved it, but I thought it was useless because I should get six months' notice to turn out, because His Grace made his tenants contract themselves out of the Agricultural Holdings Act.

36,128. So you cleared out?—Yes.

36,129. Having regard to the action that was taken in respect to the road surveyor and also with regard to other things, do you think that it has great influence upon the other tenants, and

Mr. *Richard Jones*—continued.

that they are afraid to come forward?—Yes, and I know how pressure had been brought. When I was nine years of age I happened to go to the 1868 election with this step parent at Trelleck, and I was quite wild as a Tory politician, a little fellow as I was, but there were three poor old men that I remember at a neighbouring village of Llandogo. I suppose they felt inclined to vote for Colonel Clifford, who was the Liberal candidate, but they were afraid, so they tried to stay away altogether. They were sent down for several times, and at last they were threatened that if they did not come to Trelleck and vote they would have the road shut up by which they got to their cottages. Of course, it would have been impossible to shut it up, but the poor people thought they would be made to suffer just as the Duke directed, so that rather than suffer the road to be closed to get to their cottages they came up to vote. I may say that things of that sort, harsh measures, led me not to have as good an opinion of Conservatism as I should have had. When I came to think about it, I thought an election was a farce if men had to be forced to vote in that way. As to this School Board election that has been mentioned, even the clergyman of the parish represented to the people that they would know how they voted, and you could find quite half of the electors in this district that would not believe that the ballot was secret. I have been made in various ways—it is very difficult to explain reasons—to suffer acutely for my political convictions.

36,130. I believe you are a grocer?—Yes.

36,131. You think that as such you suffer owing to your political principles?—Well, I wish to say it respectfully, but the whole official system of this neighbourhood is such that if a man differs from the powerful people he is punished. For instance, I was assessed to the poor rate for some years at 10*l.* a year more than my rent, and it was useless if I did apply, it was of no avail. Then I am assessed for income tax. When I have to appeal I have to go before all Conservatives, and the clerk is the Conservative agent. He is a most honourable man, but after all I am sorry to say it does tell.

See 36,616.

Mr. *Seebohm.*

36,132. Do you think that the Ballot Act has had a beneficial effect in preventing that kind of feeling?—Well, it has to some extent, yet there are a great many people in the country, even farmers who will not believe that it is secret.

36,133. Can you suggest anything which would do away with that sort of moral influence?—I do not think landowners or employers should be allowed to ask their employés or tenants to vote, because a man has to tell an untruth or vote as he is directed.

Mr. *Grove.*

36,134. You have given us some interesting evidence about railway rates, and you have given us the rates from one point to another. Do you happen to known anything about the circumstances under which that hay was sent of which you gave an instance?—No, it was simply loaded by the farmer and brought four miles along the line from Tintern to Tidenham. Squire Morgan was the buyer, and he took to it.

Mr. *Grove*—continued.

36,135. Then the railway company had nothing to do with the loading?—Nor the unloading.

36,136. What weight was it, do you happen to know?—Nine tons. I think it is on the paper.

36,137. Do you know that there is a small book published at the cost of 1*s.* which gives you the charges that all the railway companies in England can make?—No, I do not.

36,138. Here it is, published by the Board of Trade?—Unfortunately we suffer so much from the want of knowledge in the country.

36,139. This tells you everything about it. Now do you know whether the railway company have charged more than they could legally demand; you do not know that, of course?—No. I know they charged most excessive rates the beginning of last year, and they professed to refund the excess.

36,140. I must hurry on, because the time is very short. With regard to hay, they can charge you 1*s.* 6*d.* as station terminal at each end, so that they can charge at once 3*s.* for station terminals. Do you see that?—Yes.

36,141. I only want to explain to you that probably if you analyse that cost, you will find that they charged exactly what they were entitled to by Act of Parliament, and possibly that may be so in other cases. In the case of potatoes, were they sent in bulk or in small quantities?—In bulk—2-ton lots.

36,142. Five or six tons, or something of that sort?—No, that was 2-ton lots.

Mr. *Grove.*

However, here is this book, which can be got for 1*s.* from the Queen's Printers. It would be most useful for the farmers in the district to have copies of it, and see where they are.

Sir *John Llewelyn.*

36,143. Have you made any application to the Board of Trade about the railway rates?—No. I did not think anything about it until I saw that only one side of the case was being stated in this county.

Chairman.

36,144. Mr. Vincent sends up this question: "Please tell us as nearly as possible the words "which you say were used by the woodward, "Mr. Williams?" Tell us as near as you can remember what the exact words were?—Well, you will understand, my Lord, it was not to me; it was to this step-grandparent that I was brought up with.

Sir *John Llewelyn.*

36,145. It was not used to you?—No.

Chairman.

36,146. The step-grandparent told you?—Yes. He felt rather grieved, of course, when he came back to have heard it, because he hoped that as we had improved the little place so, I might have been allowed to keep it on.

36,147. The words were not used to you, but to your step-grandparent?—That is it, whom I was brought up with.

Mr. *Richard Jones.*

36,148. I suppose you have had dealings with the farmers in the neighbourhood?—Yes, daily.

36,149. And you are prepared to say of your own knowledge that they are really in bad circumstances?—Yes, very bad.

36,150. Worse than you have known them?—Yes, worse than I have known in my time. I had just a note or two I made this morning about a farm near us. About four years ago, Mr. Walters took a farm at Tintern, called 85 acres, rent 130*l.* I may say I am glad to make this statement, because Mr. Francis was the

Mr. *Richard Jones*—continued.

landowner, and he can deny it if it is not correct. Tithe about 17*l.* in addition to taxes. About half of this land is not worth more than about 7*s.* 6*d.* an acre to 10*s.* The tenant is now leaving, and he has suffered great loss there.

Chairman.

36,151. You are a grocer?—Yes.

36,152. Where do you live?—Tintern.

Mr. *Grove.*

36,153. Are you postmaster too?—Yes.

36,154. Have you had officially through the Post Office one of those papers relative to the Inquiry to be put up in the post office?—I beg pardon.

36,155. Did you get one of the papers from the General Post Office, or through the police, giving notice that the Commission would come here?—Not recently—only last spring.

36,156. But you did expose that in the post office then for view?—Yes.

The witness withdrew.

Re-examined 36,667.

Mr. Thomas Parry called and examined.

Chairman.

36,157. You are an auctioneer, and you live at Newport?—I do, my Lord.

36,158. What do you wish to state to the Commission?—I wish first of all to state to the Commissioners, in consequence of my own personal knowledge, that I consider the Agricultural Holdings Act entirely useless to the farmers. I simply come before you giving my own experience for the last 20 years as an auctioneer, and my experience of my connexion with claims of farmers is that the general routine of the Act is so cumbersome and expensive that farmers would almost rather leave their holdings without going into the question of valuation than go under the Act. In fact, I will give your Lordship one or two instances of my own knowledge. I will take briefly Cefn Llech Farm, in the parish of Llangibby.

Mr. *Grove.*

36,159. Is that the one that Mr. Cooke spoke about at Blackwood?—I do not know whether it is. I do not know what he said at Blackwood.

,054-73, ,204, ,221.

36,160. Morgan was the tenant?—Morgan was the tenant. It was a farm of—I do not know the exact acreage, but I think the rent was between 400*l.* and 500*l.* a year. The tenant had a lease of this farm, that is what I wish to impress upon the Commissioners. He had only been there four years; he was a most industrious man, and in the summer, while haymaking, the horses ran away and the waggon ran over him, and broke either one or two of his legs. He went to his landlord, the late Mr. G. W. Nicholl, and said that in consequence of the accident he would like to be relieved of the farm. As I say, only four years had expired, and he had farmed

Mr. *Grove*—continued.

this farm exceedingly well. Naturally a man commencing his lease would do so. We had a sale there on the 9th of December, which sale realised something like near 2,000*l.*

Sir *John Llewellyn.*

36,161. The 9th of December, of what year?—I think it was in 1885. The counter claim, I see, is dated February 1885. Before the sale was allowed to proceed I received a notice, or Mr. Morgan did, that before the sale should take place the landlord would require the rent paid in cash, and, in fact, I paid the rent the day before the sale. The sale was very largely attended by the farmers of the district out of respect to this man, and the circumstances of his leaving, which drew forth a great amount of sympathy. I did not hesitate to denounce the conduct of the agent to the assembled bidders, because of the great hardship that was inflicted. Afterwards I acted for the tenant, and sent in my claim to Mr. Cooke as agent. Fortunately, I have brought a copy of that claim, because you have the honour of a practical farmer being present, and you will see from my claim that it is a very fair and reasonable one. In fact, several when they heard of this dispute of the claim came to ask me if I would allow them to see it, and in no instance did they consider that any figure which I had placed there was other than fair and just between man and man.

Mr. *Seebohm.*

31,162. That was 220*l.* odd, was it not?—250*l.* odd. That, had to be given according to the Act two months before. Then although negotiations were proceeding and a valuation going on,

Mr. *Seebohm*—continued.

at 12 o'clock on the 2nd of February, this poor man had a distress levied for the rent that had accrued up to that time, although the claims were then under abitration. Of course the tenant came, and had to pay out that rent, together with the expenses of the levy and other charges to which the auctioneer was entitled. On the 11th February 1885, the tenant received counter-claims amounting to 270*l.* odd, and with this intimation, that whatever the arbitrator or umpire did, the landlord was prepared to fight it to the bitter end.

Chairman.

36,163. Was that in writing?—It was a communication conveyed to Messrs. Davies and Lloyd, solicitors, of Newport, to whom I took Mr. Morgan. The tenant did not feel disposed to enter into an action at law with his landlord, because he had money. We went and had an interview with Mr. W. J. Lloyd, and Mr. Lloyd said, "Well we have only two courses open. "We must either proceed with the arbitration "before the umpire, or else you will have to "waive your claim." I may say that a great deal of that claim which you have before you there was admitted by Mr. William Graham as fair and reasonable, and he acted for Mr. Nicholl. I will hand in the counter-claim.

Mr. *Richard Jones.*

36,164. Did he make objection to any item in the claim?—I will just refer. He acknowledged the ploughings on the first item. He objected to the rent tithe and taxes, 14*l.* 10*s.* It was a fallow. Of course, naturally, to make a fallow, that field has to lie idle for 12 months, so that we always claim from the ingoing tenant the rent, tithe, and taxes of that fallow in addition to the work that had been put upon the land.

36,165. That is in accordance with the Glamorganshire custom too?—Yes, and in addition he would be simply charged the wheat, the cost of the seed, and the planting of it. They objected to the rent tithes and tax there, and in each instance did they object. Then the tenant had planted a lot of very capital wheat, and laid down several acres to grass. He had young clover plant, and in all, I do not care into whose hands my claim is put, I think they will admit it is a fair claim. However, we had this notice, that whatever was done, this would be fought to the end. Being over 100*l.*, it gave them full liberty to do so. I felt very indignant, and I said to Mr. Lloyd that I was prepared to take the case up myself on behalf of the tenant and fight it. He asked me to leave the room with him for a moment, and we left the tenant inside. Mr. Lloyd said, "You are doing a "foolish thing; why should you go and fight "an expensive law suit with a landlord. You "may at the last moment find that they have "approached this tenant before you go into "court, and he may have settled, and where "will you be?" He said, "You will have "incurred a large amount of costs, and you

Mr. *Richard Jones*—continued.

"will be landed in a very heavy amount of "money." He said, "If you take my advice, "do not do it. It is a very hard case, but do "not land yourself into that position." The consequences were, my Lord and gentlemen, that this poor tenant left that farm, and he never received one penny piece for the whole of his claim. That is one of the reasons why I consider the Agricultural Holdings Act entirely useless, so far as farmers are concerned. Then again the Act is very arbitrary in consequence of several of the landlords taking advantage of section 3 contracting out of giving 12 months' notice. A farmer who did his farming exceedingly well—one of the best farmers in the county—Mr. J. H. Hillier, was farming a large farm known as Llandowlais in the same parish. He was farming, as I say, well, and on the 2nd August, the agent came there, and much, may I say it, to the credit of the agent, he was no party to this, and I know it gave him a very large amount of pain and distress to have to serve Mr. Hillier with a notice on the 2nd August to quit on the 2nd February. Then Mr. Hillier went with his brother to the landlady (who happened to be the sister of Mr. Cooke) to Clifton, to ask for an interview, and to ask "Why am I so treated? I have a large "family of children depending on me: if I "have to leave in February, it will be a very "serious loss to me." The landlady absolutely refused to see them. He had to leave the farm. I sold there for him, and he could not possibly get anything like what he was fairly entitled to, because of the short notice he was put to. Fortunately, there was a great feeling in the county over it. There was a post vacant at that time, and the good Samaritan, Lord Tredegar, gave Mr. Hillier a very comfortable post, and I think, therefore, that although it was a bad job for him at the time, yet Mr. Hillier has now every reason to be thankful for the position he has. Still, I wish to point out this case to show you how unfair the position of things is.

Sir *John Llewelyn.*

36,166. Did you tell us why Mr. Hillier received notice?—Thank you for reminding me of that, Sir John. The only reason he has ever been able to ascertain is this: he never had complaints, because he is one of the best farmers in the county, and the only reason that can be assigned for this arbitrary treatment is in consequence, he believes, of having given permission to a committee of gentlemen who got up the Usk races to go over some three or four fields on Llandowlais Farm for the course. That is the only reason that Mr. Hillier can imagine that caused this notice to be served.

36,167. Was the landowner an absentee landowner?—At that time she lived in Clifton.

Chairman.

36,168. Did you say it was Mrs. Cooke?—Mrs. Williams, a sister to Mr. Tom Eborall

Chairman—continued.

Cooke, and they think that there was someone behind her. Then again, there was the instance of the Trestevan Farm, in the same parish, owned by the same person as the last, and whose farm was occupied for 50 years by a most respectable family named Phillips. Their rents were raised several times, which they had to submit to. In 1880, there being bad seasons, they applied to the owner for a reduction.

36,169. That is, Mr. Phillips did ?—Mr. Phillips. The then squire absolutely refused.

36,170. Who was the landlord ?—The husband, who is since dead, of Mrs. Williams, the owner of Llandowlais. They refused to give any reduction. The Phillipses had a private income, which they were losing, and they felt that they did not care to go on losing all the time. They had to leave. Although that was in 1880, there have been numerous changes of tenancy on the same farm since.

36,171. He got notice to quit in 1880 ?—No. They gave notice to quit in 1880, because of their not being able to obtain a reduction. Since then they have had three changes of tenants, and the farm has been very much reduced. That was a very great hardship upon people who had lived for 50 years in the parish, and who were naturally attached to the place, that they should not have the farm reduced to a fair and just rent, and that the newcomers were allowed the reduction, and more than the reduction, that the Philipses would have been satisfied with and would have maintained the tenancy upon. Then again, Pentwyn. I had a sale there on November 13th, 1883. That was owned by Mr. Thomas Eborall Cooke.

36,172. The same estate ?—No, this is the private property of Mr. T. Eborall Cooke. A day or two before the sale the old tenant had a letter from Mr. Cooke, although there was some considerable quantity of produce on the farm, which the incoming tenant had to take to——

36,173. What was the name of the tenant, can you remember ?—Mr. Edmund Jones, on Mr. Cooke's estate, near Caerleon. His wife died, and therefore he wished to give up the farm. A few days before the sale there again this poor man had notice that before the sale took place Mr. Cooke would require his rent in full, namely, 90*l*. The poor man came to me the night before in great trouble, and in that case I may say I asked him, "Have you an agreement ?" "No," he said, "I have not got an agreement." "Well," I said, "do you know what you have signed ?" "I think I can remember, but," he said, "I do not know what to do." I said, "I will come with you to Mr. Cooke; I think you want protection." I went with him to Mr. Cooke, and this poor old man was a marksman; he had not signed, but simply made his mark on the agreement, and that agreement was read over by Mr. Cooke, this poor old Jones strongly affirming that several of the restrictive covenants which had been inserted were not to his knowledge when he took the farm. But of course there was his mark, and he was bound by it. I said to the

Chairman—continued.

old man, "Never mind, they have threatened to "distrain to-morrow, and I will bring the money "with me." The next day at luncheon an auctioneer came who was friendly, and he said, "I have a very unpleasant duty to do." "Oh," I said, "I know all about it." He said, "I have got to distrain for 90*l*." "Well," I said, "have "you asked Jones whether he is in a position "to pay, because before you can distrain you "have to ask the tenant whether he can pay— "to make the demand." He said, "It is no use." I said, "You had better try him." He went to Mr. Jones, and said, "Have you the 90*l*. ?" I was able to pay him fortunately, and then he said, "I want the costs." "No," I said, "you had the money on your demand, and you "are not entitled to any costs," so that I saved the money there simply by the fact of being able to pay up when it was demanded. It only shows that, as I have argued before the Chamber of Agriculture, I think the Chamber of Agriculture should be a medium, or that there should be some medium, at all events, to meet with these arbitrary cases of treatment. I contended there that the criminal laws were not enacted for the law-abiding people, but for the few who had not conducted themselves properly. Therefore I feel strongly, from my experience, that there ought to be someone whom the tenants under those conditions could approach, and have such matters settled. I know in Monmouthshire particularly, from the consideration of Lord Tredegar and other very excellent landlords, that there are very few complaints, but there are tenants of other landowners who do feel the oppression very terribly, and I suggest that some system should be adopted whereby these matters can be referred to some one for settlement. There is a great want of cottage accommodation on our farms. Farms are so badly off for cottages that they suffer very considerably in that respect. Then as to the dairies that we have in the county, the Council of Monmouthshire and the Technical Instruction Committee, of which I have the honour to be chairman, are trying to improve our dairy work in the county, but really I know of no farm that has got a proper dairy. The dairies, as a rule, are opening out upon or overlooking the yards, and there is the effluvia from the manure naturally coming in. I know where my own father lived for years the dairy was in that position. How can we, therefore, improve our butter unless the farmers have proper dairies and proper accommodation for so doing ? There is a great demand in the county for land. Take Newport, say, which is a town of increasing importance; they desire to get out into the suburbs. Now there is land at Caerleon which has been advertised to be let for building for 20 odd years. One weather board has entirely rotted away. No one has yet built there. Ten years ago myself and two or three others offered Mr. Nicholl 10*l*. an acre for this land to take it on a 99 years' lease. It is only rented at present at about 25*s*. We were met with a refusal, and they wanted 25*l*. Of course in that case the owner, I suppose, would

See 36,266.

Chairman—continued.

make the roads. But we offered 10*l.* an acre, and to do everything. But what I do feel is that where land is to be let, and where land is required for the development of a town, there ought to be some party referred to to settle what is a fair and just rent between the would-be lessee and the lessor. There is land which would be built over immediately if it could be obtained on fair and reasonable terms. There are at the present moment large boards there, "To let for 99 years," but still no houses, although people are longing to get out there; the rents for the land are prohibitive.

36,174. May I ask one question on this. The landlords are willing to let on a 99 years' lease, but they will not sell the freehold. Is that so?—They want to let at a rent that people will not come out upon.

36,175. Is there any chance of buying the land outright in the neighbourhood?—No, there is not.

36,176. There is no chance of getting a bit of freehold land?—There is not.

36,177. It is all 99 years?—Yes. There is a great demand for land for that purpose. Then what we want also, which I hope may come through your inquiries, is a cheaper transfer of land. The expense now if a man buys a little estate, is enormous. What we think is that there should be something suggested by your Commission so that a cheaper system of transfer may be introduced. Then again I am a great advocate for smaller holdings. I should like the Government to advance to tenants who desire to purchase their holdings, money at a low rate of interest, to permit their doing so. I think there is only one other point, and that is the game question. There is no doubt the game as a rule is not bearing unfairly in the county, but on many estates where they let the game, there the oppression comes in. I am speaking as a farmer's son, and I know that the farmers are only too delighted to keep and preserve game for their landlords, but what they do object to is to land being let to outsiders who have no sympathy with the farmers, and who raise a covey of partridges and follow them into a field of corn, and kill them one at a time as they rise. No landlord would do that, but it is the people to whom the land is let.

Sir *John Llewelyn.*

36,178. A shooting tenant, do you mean?—No, the people who rent the shooting rights.

See 36,281.

36,179. They are called shooting tenants?—Yes. That I feel very strongly should be abolished and done away with. I am a governor of an estate at Caerleon—Caerleon Charity—and I thought it would be interesting to your Lordship and the Commissioners to hear that from that Charity, of which I have been a governor since 1879, when it was altered, we have received as gross rentals from the general estate 11,389*l.* 17*s.* 11*d.* We have spent in improvements and repairs 3,923*l.* 1*s.* 2*d.* We have only farm houses. The taxes and expenses of management, &c., come to 1,762*l.* 2*s.* 4*d.*,

Sir *John Llewelyn*—continued.

leaving a net for 15 years of 5,704*l.* 14*s.* 5*d.* I have a copy of those figures here, which I thought perhaps you would like to have. (*The witness handed in table of figures.*) That gives the estate a net annual income of only 380*l.* 6*s.* 7*d.* I have been advocating for a great number of years to my colleagues the advisability of selling this estate. If this estate were only sold it would bring our income available for educational purposes to at least 200*l.* to 300*l.* a year above what we are now getting.

Mr. *Grove.*

36,180. What do you base that upon?—My own experience.

36,181. I mean investment in what?—In Consols at 2¾ per cent. I have advocated that for a great number of years. At last we have got a few practical business men on the Board, and we are now moving in the matter, and I hope that we shall be able to obtain the permission of the Charity Commissioners to sell this estate, which will then be a very great boon to the Charity, and to the town of Caerleon. Orcharding, my Lord, is another question I should like to mention. The farmers in the county feel that they would like to be encouraged in that respect. Of course, it is very hard for landlords to find good fruit trees and all that unless the tenants are prepared to do their part in protecting the trees from young stock. I think myself that the county of Monmouth is a county especially suited for orcharding, and I hope that we shall be able to induce landlord and tenant to increase the amount of orcharding in the county. I do not know that I have anything to add.

36,182. I have one or two questions to ask you. I suppose the tenant of Cefn Llech, Mr. Morgan, was considered a good farmer?—An excellent farmer.

36,183. In your opinion, was the claim you sent in in every way a fair and proper claim?—I do not care into whose hands it is put, I am positive it is fair.

36,184. Now as to Trestevan, the first new tenant worked everything he could out of the land?—Of course.

36,185. Did not the buildings all go into a bad state?—Well, they were certainly not taken that interest in or the farming, either, that the Phillipses took.

36,186. Not only did they get less rent, therefore, but they have got a farm which is worth less considerably than when it was in the hands of the Phillipses?—Certainly.

36,187. Do you think there is any general desire on the part of the tenant farmers in the county to come before the Commission and give evidence, and that they rather feel a disinclination to come, we will not say from what cause?—I know that there is a very great desire. I have been pressed on all sides to give evidence, and I preferred coming here to give my own experience, because the farmers in every instance said they would prefer not going before the Commission.

Mr. *Grove*—continued.

36,188. When you speak about the small holdings and the advances by Government, you are fully acquainted with the Small Holdings Act, I suppose?—Well, really I have not read it.

Mr. *Grove.*

That is what I wondered, because that is really an Act which probably, to some extent, might meet that case.

Mr. *Seebohm.*

36,189. I have only one question to ask, and that is this: You stated that you thought the claim on the tenant's side, in this case that you have mentioned, the Morgan case, could be thoroughly substantiated. Do you consider that the counter claim was fair?—No, far from that.

36,190. Very greatly unfair?—Almost entirely, because of the claim for bad farming, while the neighbours were all in a position to affirm that the farm was exceedingly well farmed.

36,191. Could you give us at all the total cost of the valuer's expenses on both sides in that case; how much was lost to the tenant by the controversy?—He left everything; he left his growing wheat, his clover, his manure, and everything.

36,192. But I mean the professional charges?—Well, I did not charge him anything, but he had to pay the solicitor a small charge, and the solicitor only made a very small charge, because of the great hardship he felt poor Morgan was put to in consequence of the harsh treatment.

Mr. *Richard Jones.*

36,193. You declare in favour of small holdings, that is, that the Government should advance

Mr. *Richard Jones*—continued.

money to people in order to purchase their holdings. Do you think there would be a desire for that if tenants felt secure in their holdings, and also felt sure that they would get adequate compensation for any improvements?—No, I do not. I give my experience. I have recently sold during the last two or three years a very large amount of freehold property in the county, between 100,000*l.* and 200,000*l.* on one estate particularly, which has been very low rented for years, the Llanaravon estate. There the tenants could not purchase for want of money. The purchasers purchased upon the then rentals, and in two instances to my own knowledge, the tenants have had an increase in rent, practically upon the work that they had done upon those farms. In another case the tenant had to go, and the farm was let at a very considerable increase to another. So that I think if there was security to the tenant that would meet the demand certainly.

36,194. Which would you consider the most preferable?—I would rather have a strict security for a tenant.

36,195. You think that 12 months notice should be given on either side as notice?—Certainly. I think on the estates throughout the county it is only fair to say that twelve months' notice is the general rule.

Mr. *Grove.*

36,196. I have one more question. You have been yourself a tenant farmer?—I have.

36,197. Did you make money by it or lose?—I lost 1,200*l.* in three years. That is my experience.

The witness withdrew.

Re-examined 36,287.

Mr. Thomas Eborall Cooke recalled and further examined.

Chairman.

See 35,213 and above, also 36,287.

36,198. Where do you live?—I live now in Clifton, but I used to live in Newport.

36,199. You have heard the evidence of the last witness, Mr. Parry. Have you any rebutting evidence that you wish to give upon that?—I have, my Lord. With regard to demanding the rent before a sale was held, some years before the same auctioneer sold on a farm of mine, and after the sale was over I could not get the money for my rent, and I had to issue a writ, or to threaten to do so, against Mr. Parry before I could get that rent.

36,200. Could you give us the date and the name of that farm?—I have forgotten the date and cannot give them. I am rather taken by surprise. Yes, I think I can.

Mr. *Richard Jones.*

See 36,173.

36,201. It was not the case of Edmund Jones, was it?—No; the case of Edmund Jones followed on the previous case. It was on the Tyisha farm. On the death of Edward Williams, which, I believe, occurred in the year 1866, Mr. Parry, as an auctioneer, sold the produce on that farm, and I could not get my rent, and I was obliged to issue a writ, or to threaten to do so, I forget when, but being pressed by

Mr. *Richard Jones*—continued.

the Chairman, it might have been some time in February. I think that the sale took place in the month of November.

Chairman.

36,202. He sold the produce in November 1866?—In November 1866, I think.

Mr. *Grove.*

36,203. That is 30 years ago?—Exactly.

36,204. Mr. Parry was not auctioneer then.

Mr. *Parry*, I was in school.

Chairman.

Mr. Parry, you can come forward afterwards and rebut this.

36,205. What you state is, that on the death of E. Williams, in 1866, Mr. Parry sold the produce on the farm in November, and in the following year——?—I would rather amend that, my Lord, if you will allow me, by saying that it was on the Tyisha farm, what year I cannot say. It was after one of the tenants had died.

36,206. But within what time; how many years ago?—I forget. If Mr. Parry could give me the name of the tenant, I could say, perhaps.

Chairman—continued.

I really forget what the name of the tenant was.

36,207. How many years ago was it: 50 years ago, or 10 years ago, or three years ago, or how many?—I forget the name of the tenant.

36,208. You forget the name of the tenant, and you forget the year?—Yes, I do.

36,209. Do you forget the name of the farm?—No, I do not.

36,210. What farm was it?—On the Tyisha farm.

36,211. Mr. Parry sold the produce of a tenant?—Mr. Parry sold the produce of the tenant of the Tyisha farm. I could not get my rent. I had to threaten to issue a writ, or I did issue it, I forget which now. I am taken rather by surprise; but I either threatened, or did issue it.

36,212. Did you, or did you not issue?—I cannot say whether I did or did not issue it; but I had to threaten it before I could get my rent.

36,213. You could not get your rent, but you had to threaten before you did get it. Is that it?—That is so.

36,214. Whom did you threaten?—Mr. Thomas Parry, with a writ, unless the rent was paid. After that, wherever Mr. Thomas Parry was auctioneer, I insisted on having the rent paid before the stock was sold off the farm.

36,215. Have you any idea when the rent was paid after this sale?—I believe it was either in February or March. I believe so.

36,216. Do you still say that the sale was in November, or not?—I really forget when the rent was paid. I am almost sure it was in November—November or December.

36,217. You did not get your rent for six months?—No; for four months, I think.

36,218. Then it was four months before the rent was paid after the sale?—It was. I think, now, from what I remember, it was in the year 1878. I think it was after Longston, the next tenant.

36,219. 1878?—I think so. I have the list of the tenants before me; and not knowing the nature of this evidence, I had forgotten which it was. Edward Williams died and John Longston died on the same farm, and I had forgotten which.

Sir *John Llewelyn.*

36,220. It was 12 years afterwards?—Yes. That being so, wherever Mr. Parry was the auctioneer to sell before the end of the tenancy, I always required the rent to be paid before he distributed the stock. His then partner upon one occasion, Mr. Bear, was rather surprised that I should have insisted on the payment beforehand; but I explained to him the reason.

Chairman.

See 35,055, 36,158.

36,221. Is that all you wish to say?—Oh no. I think Mr. Parry has made reference to a farm at Cefn Llech.

36,222. Which tenant was that?—That was Morgan, of Cefn Llech, who had a lease. He

Chairman—continued.

was incapacitated on account of his accident, and also on account of his two boys having left the farm. He asked Mr. Nicholl for a surrender of the lease, which Mr. Nicholl agreed to. To show you the friendly relations between the tenant and landlord, I would ask you to read a letter from the tenant, asking to sell the hay. (*The witness handed in the letter.*)

Chairman.

36,223. The letter is as follows:—

"Cefn Llech,

"Llangibby, Mon.,

"Dear Sir, November 19, 1884.

"I am taking the liberty of writing to you, hoping that Mrs. Nicholl is much better. We were all very sorry to hear that she is ill from home. I am very thankful to you for giving your consent to take the farms up to your hands, and I hope they will soon be let for a higher price than I am giving. I intend to make a sale in about three weeks, as I have not heard of any spot to suit me, as now I am afraid all my strength is exhausted in farming by this very severe accident I have met with. I need not tell you that I have had five years very unfruitful, and consequently, I candidly tell you that I have lost a lot of money here. Perhaps, if I had good seasons I might have done better. Will you kindly let me do the best of my crops? I shall have a little more than I require. Will you please allow me to dispose of that, and to sell the ruffage up to the 2nd of February next. I shall also have a few mangolds to sell. I shall not have one bushel of wheat to sell this year, because it did not fill well. The sample is very poor and very unfruitful. Will you please to give me free of the 40*l.* arrears of my last rent, and allow me to remind you that you did not give me 10 per cent. back since I am here as you did to the other tenants on your estates. I fear I shall not have a very good sale, the times being still very bad, and I am very sorry to part with my waggons, as they did cost me 36*l.* when I bought them while I lived down there, and all my implements are nearly new, but they always go very cheap at sales. However it will come, I fully intend to pay you all I owe you. Trusting I am not offending you by asking so many kindnesses from your hand,

"I am,

"Your obedient servant,

"David Morgan."

That is to the owner?—That is to the owner, Mr. Nicholl.

36,224. And was the 40*l.* arrears of his last rent given him?—It was not. I will hand in this letter. (*The witness handed in another letter.*) I know it would have been done were it not for the very excessive claim that was sprung upon us. If you cannot read the letter, my Lord, I will read it.

36,225. It is copied on the other side of another letter; I suppose that does not matter for the moment?—That is so.

Mr. *Richard Jones.*

36,226. I suppose you did not give any abatement back because he was a leaseholder. Is that so?—No. On the 30th November, at the time when the claim had to be made the old claim was sprung upon us—what we thought a very large claim—and that other note from Mr. Nicholl says that he withdraws all the concessions that he had been trying to make.

Chairman.

36,227. This is a letter from Mr. Nicholl?—From Mr. Nicholl to me.

36,228. Did you buy the farm?—It was sent with a copy of a letter that he sent to Mr. David Morgan. I do not know which your Lordship is looking at now.

36,229. I have a letter before me from Mr. Nicholl to Mr. David Morgan?—Exactly; that is the copy of it.

36,230. "Cowbridge, 19th December 1884. "Dear Sir,—When I was at Cefn Llech last "week, I at your request gave you leave to sell "the clover hay off your farm. You also asked "me to let you sell meadow hay, and I "replied that your farms were let, and that I "could not do so without the consent of the "incoming tenant. Nothing was said about "your selling straw and roots off the farms. I "gave no consent to your selling them. I "now hereby withdraw my consent to your "selling clover hay. And I give you notice not "to remove, without the written consent of Mr. "Cooke, any of the produce of the farm which "you hold of me.

"Yours truly,

"Mr. David Morgan. G. W. Nicholl"?—The incoming tenant and the outgoing tenant would have agreed amicably had he not been advised to make this large inflated claim. I may mention that the original claim was for 336*l.* Upon details being handed in, that was reduced to 252*l.*, and our valuation was considerably less still.

Mr. *Seebohm.*

36,231. We have had that in evidence already, I think, from you?—You have.

Mr. *Grove.*

36,232. You gave us those figures?—Yes. The reduced claim was 252*l.* Had it not been that the tenant was advised, in my opinion unwisely, to fight this claim, the incoming tenant and the outgoing tenant would have agreed amicably about unexhausted improvements. A very large quantity of hay had been sold off, and the counter-claim on the hay sold off alone came to 136*l.*

Chairman.

36,233. But the practical result, I suppose, was that Mr. Morgan left the farm without getting a shilling; that was the ultimate result?—That was the ultimate result.

36,234. And he did not get the 40*l.* that he asked for returned to him; he was not allowed anything back of his rent. He was not getting 10 per cent. like the other tenants, and he left the farm without getting a shilling for anything of any sort or kind?—He did so on account of his having placed Mr. Nicholl to very great legal and other expenses, as well as the annoyance and the bother of the fight.

36,235. Then Mr. Nicholl on account of the bother and on account of annoyance——?—And expense.

36,236. Refused to give him the 40*l.* that he asked to have back?—He did.

36,237. He refused to give him 10 per cent. reduction, and let him go out of his farm without getting a shilling of compensation of any sort or kind?—There is a letter I would like to put in. (*The witness handed in a letter.*)

36,238. And that was the reason, because he had given him trouble, annoyance, and——?—And expense.

36,239. That was the reason he had treated him in this way, and it was the reason which was given by Mr. Nicholl for it?—And having no claim but what the counter claim would override.

36,240. He got nothing, you are agreed as to that? The man went out of his farm without a shilling compensation of any sort or kind?—He did so, and he sold the produce off for two years.

Mr. *Seebohm.*

36,241. Then he did get the price of the produce?—Oh, dear, yes.

36,242. Which he was not entitled to?—He was entitled to sell the produce, but under the scale of the Monmouthshire Chamber of Agriculture so much was sold off that the manuring value of the hay only that was sold off came to 136*l.* as a counterclaim. Mr. Nicholl had given him leave to sell the produce off, but that was the manuring value in the counterclaim to recoup the farm for the produce being sold off. As I stated to you at Blackwood, I have not any objection to the hay being sold off the farm, if the farms are properly recouped with manure.

Chairman.

36,243. Is this letter to be read, beginning "My Dear Cooke"?—I think as you like, my Lord. It shows that Mr. Nicholl refused to give the 40*l.*

36,244. It only shows that he refused to give the 40*l.*?—Yes, that is all.

36,245. That is what you have told us?—In consequence of the expense he had been put to.

36,246. Is there anything else you wish to mention?—Yes, with regard to Llandowlais farm, that I happen to know about, which belongs to my sister. See 36,165–8, 36,293.

36,247. That was Mr. Hillier?—Mr. Hillier, I have to state that that farm was let to Mr. Hillier, but I forget the year in which it was so let, because I did not act for that farm, and I only know of it as a matter of fact. Mr. Hillier was forming out a permanent racecourse. Races had been held on the farm before, but a permanent racecourse was being formed on the

Chairman—continued.

farm, to which my sister objected. I believe it is competent for a landowner to object to a farm being altered in character from a farm to a racecourse. Her agent was written to, and he distinctly wrote back to say that he knew nothing of this racecourse being formed. That letter is in existence now.

36,248. I think we can hardly take that till we get the letter in?—I did not know that it would be necessary to have it here.

36,249. I think we might leave that and have your rebutting evidence, as what you know about that is only hearsay?—It is not hearsay, I have seen the letter. The letter is in existence now. The notice was given merely to bring things to a head. No doubt Mr. Hillier, accompanied by a friend, went to see my sister, who was ill in bed, without any notice or any appointment being made, which, I think, is not altogether the right thing towards a man, very much less towards a woman. She was ill in bed at the time, and could not see them. They never made any other appointment when she would have been glad to have seen them. The consequence was that Hillier got another farm and the matter dropped. With regard to Trestevan, I do not know anything more than that I believe the man Phillips neglected the farm.

Mr. *Richard Jones.*

36,250. Before you leave Mr. Hillier's case, you do not deny that Hillier was served with a notice to quit?—I do not, but I do know that if he had had a fair explanation to give it would have been considered.

36,251. Was his attention called to the racecourse?—My sister, I believe, was in communication with her agent, and her agent wrote distinctly to say that he knew nothing about it. I have seen the letter. What was she to do but to instruct him?

36,252. So that practically she gave notice to Hillier upon hearsay evidence entirely?—Not hearsay evidence, on written evidence from her agent. The letter was sent to me.

36,253. In order that we may clearly understand this case, Mr. Cooke, was the agent personally acquainted with the fact that Mr. Hillier—that is, if it was a fact—was turning his farm into a racecourse?—It was so.

36,254. Was he personally acquainted with it?—It was written to him, and his reply was that he knew nothing about it.

36,255. So that he did not take the trouble to ascertain whether such was the case or not?—That I cannot tell you, but he wrote, and on the written explanation my sister acted. Whether he knew about it or not I cannot say, but his written explanation to the landlord was that he did not know that Hillier was making a permanent racecourse. If Mr. Hillier had taken the trouble to see my sister it would have been explained; but he did not do so.

36,256. But do you not think it was the duty of the agent, in the first instance to get to know

Mr. *Richard Jones*—continued.

for certain whether such was the case?—I do, most certainly.

36,257. Because it seems an arbitrary thing to do?—I do not think so. My own impression is that it was the fault of the agent, but it is only an impression.

Mr. *Grove.*

36,258. What do you mean by a "permanent racecourse"?—By a permanent racecourse I mean that the ditches are covered in, and the fences are arranged for horse racing.

36,259. Are there races there now?—No, it was stopped from that moment. I wish to say that my sister has a great objection to races. Every landlord, perhaps, may not have that objection, but she happened to see in the local paper that a permanent racecourse was being made at Llangibby, and she wrote to her agent accordingly. With regard to the small holdings mentioned by Mr. Parry, I would ask Mr. Parry whether his family did not come into some landed property some years ago; that property was sold at a very high price, and the family rented under larger landowners, which, no doubt, is a much more profitable thing. I think it was a very excellent thing of Mr. Parry's family to do, but I wish to say that, to show that where landowners have the opportunity of holding their own land they do not do so; they sell it for a high price, and they rent under the larger landowners, which land they get for a small sum.

Chairman.

36,260. I beg your pardon, but what Mr. Parry spoke of was the great importance of small holdings, and he said that there is no land in the neighbourhood to be sold, and only 99 years' leases are to be obtained, and they are on practically prohibitory terms?—I deny that.

36,261. That is the point we are on?—Mr. Parry has taken out certain spots, but Mr. Parry himself distributed a very large estate, as he mentioned to you by auction, at very high prices last year—the Llanaravon.

36,262. As agent?—As auctioneer.

36,263. I am afraid I do not quite follow the argument?—Mr. Parry was in favour of small holdings.

36,264. Yes?—His family had a small estate that came into their possession on the death of the predecessor. See 36,2

36,265. Yes?—Instead of dividing that among the family into small holdings, they sold that estate for a very large sum, and took farms under a large landowner where the rents were small and the terms easy.

Mr. *Richard Jones.*

36,266. You are simply traversing the opinion of Mr. Parry. You are not rebutting any statement now, Mr. Cooke?—I may be wrong. I was only meeting that statement. I may state that the Caerleon land is building land—the finest site (for building) in the county.

Chairman.

36,267. Is that your property?—No, it is not, it belongs to Mr. Nicholl. That land is to be let for building land, and it is the finest site in the neighbourhood of Newport, which is a very large and growing town. It is close by the railway station, and is, I think, exceptionally valuable. That land is to be let on fair terms. The terms are not what I have placed on it, or rather are not what I did when I acted for Messrs. Nicholl, but it was valued by very competent valuers. The roads and the drainage have not yet been carried out, and the owner did not feel inclined to let it to Mr. Parry as a speculative investment.

36,268. Is the land going off at all?—On the contrary, it is improving in value very much indeed.

36,269. But I mean are any of the plots what they call in England going off; have they been taken up?—I believe not, because the drainage and the road making has not been completed.

36,270. The property is not moving at all, is it?—No, it is not. The roads have not been made, and the drainage has not been made yet, but negotiations are in progress, and I believe that the specification is ready, and the land has been laid out.

Mr. *Grove.*

36,271. You act as agent for Mr. Nicholl, the landowner, do you not?—I did up to 1891.

36,272. Until recently?—Yes.

36,273. For how many years has that notice board been put up to show that that land is for sale?—It is not for sale. It is to be let on lease for 99 years. I cannot tell you how long the board has been up.

36,274. For 20 years, do you suppose?—I think Mr. George Nicholl put it up before I acted for him.

36,275. How long ago would that be?—I think that must have been about 15 years ago.

Chairman.

36,276. Without any practical result?—Exactly. I should say the land did not happen to be ripe. Building sites go according to the inclination of the population on this side and on that side.

36,277. Is there anything else you wish to state?—I should say that in all the shooting rents under me and my clients we have a shooting agreement that protects the tenants entirely. We consider that the farms are let as farms, and that farmers if they have any complaint should be protected.

Chairman—continued.

36,278. Have you a copy of the agreement?—I have not, but if the Commissioners would like to have a copy I can send one.

36,279. Yes, we should like to have one of those?—It shall be sent. Mr. Parry has referred to an estate of the governors of the schools at Caerleon, and I should like to mention that the acreage is about 890 acres, and the rental is 873*l.* See 36,281.

36,280. This year?—In 1892.

36,281. I must call your attention to this, that we have had all the different rentals of it?—Yes, but there is one point that I wish to call your Lordship's attention to. The insurance on the buildings comes to 11*l.* 2*s.* 7*d.* a year, that is on a value of 12,000*l.* nearly. The rent, therefore, at a building interest of 5 per cent., would produce an income of 600*l.* If you take 600*l.* from 873*l.* it will leave just 273*l.*, the rent for 890 acres of land. That is about 6*s.* per acre. Mr. Parry has also informed you that a very large outlay has been made on the buildings, and for draining on this estate. I am speaking now as between the landlord and the tenant, to show that before a tenant can farm his farm he must make an outlay—if he had the land for nothing he would be compelled to make an outlay for a house to live in, and for his stock to be housed, which at 5 per cent. would leave a very low rent for the land. I call the attention of the Commissioners to that fact.

36,282. That is only to show us what an expense it is to the landlord to keep an estate in order?—Yes, it does show that.

36,283. I am afraid we are very well aware of that; every landlord knows that by heart?—I do not know whether I might be allowed to state here my opinion about a Land Court?

36,284. Yes?—Supposing that a landlord had a sitting tenant and there was any difference between them, then a court, whether it is a Land Court or a County Court, may come in; but in a negotiation between a landlord and a tenant, where they wish to come together, I think it would be most injurious to have any interference by a third party.

36,285. Though you have no objection to some court of arbitration in the case of a difference between landlord and sitting tenant?—Where the tenant is a sitting tenant, where he is in a farm, I say it might be desirable.

36,286. You go as far as that?—I go as far as that, but no farther.

The witness withdrew.

Mr. Thomas Parry recalled.

Chairman.

See above.

36,287. What is it you wish to state, Mr. Parry?—I should like to have your permission, my Lord, to rebut one or two very serious allegations. I will be as brief as possible.

Chairman—continued.

The first very serious allegation is that the arbitrary treatment of tenants has been inflicted in consequence of myself, that in 1866 I conducted a sale, and that before Mr. Cooke could

Chairman—continued.

obtain the money for rent he had to issue a writ. In 1866 I was in the Devon County School.

36,288. That statement, I think, has been qualified?—But I wish to go farther, and to say that as far as any question of paying Mr. Cooke rent, or any threatening of a writ is concerned, it is a deliberate untruth. I never in my life had any such thing occur.

36,289. You go so far as to say it never happened at all?—Never. I will defy him to put in any letter.

36,290. Mr. Cooke said that it was with regard to Mr. E. Williams in 1866, which he afterwards qualified, and said he could not remember, but he thought perhaps it might be 1878, that he could not get his rent. That was in November that he could not get the rent?—Yes.

36,291. And then he stated that he had to threaten Mr. Thomas Parry, which, I take it, is yourself?—Yes, my Lord.

36,292. He had to threaten Mr. Thomas Parry before he did get it, and the rent was paid four months afterwards?—Never; that is totally untrue, and it is strange that no other landlord in the county has ever requested me to give any undertaking other than my own word, and I have never had the slightest difficulty. I have always paid any demand of a landlord where the tenant has been at all in doubt, without the slightest hesitation. I never sold for Mr. E. Williams, of Tyisha, in my life. I never sold for such a person. As to Mr. Cooke having any difficulty to obtain rent from me, it is a deliberate untruth, and I wish to emphasise the fact, because it is a most serious allegation. I do pride myself upon this, that I have never had a threatening letter to pay up any proceeds of sale in my life, and it has been always my motto, and my success has been attended thereby, to settle most punctually and promptly all my sale transactions. Therefore it is a very serious allegation to meet here. Then again, with reference to the statement that poor Morgan was dealt with so harshly, because I had made a most extravagant claim. Under the Act you have to give notice two months before the termination of the tenancy of your claim. At that time it is true that I put in a gross total without any figures (because I had not minutely made my valuation) of 336*l.* 10*s.*, I think. I had before the 2nd of January to give a full detailed list, and on January 27th I wrote to Mr. Cooke the following letter, which it is very fortunate I have brought with me. In answer to his inquiry for the full details I say, "I am duly in receipt " of yours of yesterday's date, and in reply can " only repeat that arrangements have been " made with Mr. Stratton" (that was the gentleman to whom we proposed referring the difference and the dispute) "to hand him particulars of " claim on or about the 2nd proximo. I may " say that in accordance with permission given " to Mr. Morgan on the 9th of December last by " Mr. Nicholl, the clover hay has been sold, and " the claim will thereby be very materially

Chairman—continued.

" lessened." So that instead of my claim being 336*l.*, in consequence of, after my notice having been served, permission having been given to sell the hay and clover, I reduced my claim from 336*l.* to 252*l.*, making the ordinary allowance of 1*l.* per ton from my first claim sent in. So that that explains that matter so far as it is concerned. The next point was with reference to Llandowlais.

36,293. Whose farm was that?—Mr. Hillier was the tenant. Mr. Cooke appears to know a great deal about this. I wish to say there, with regard to the agent, that a more honourable man could not be, and if all the agents were like him everything would be very nice. But he knew nothing whatever about poor Hillier having to leave this farm until he received notice from the landlady to go down to Llandowlais to serve this notice upon Mr. Hillier on the 2nd of August. Immediately that came as a thunderbolt upon poor Hillier (whose brother happens to be here), they at once wrote a letter to Mrs. Williams, begging for an interview, pointing out the serious consequences of the notice to leave upon Mr. Hillier, who had a large family, and not having a reply—they would not reply to his letter—the brother then, who is present, said, "We will go over, Jim, and we will see her." After being kept in the house some time, the reply came back, "Mrs. Williams is ill, and " cannot see you," but it took some time before that information came. As to a permanent race-course being erected, very fortunately one or two of the gentlemen who were getting up this race meeting happen to be in the room. There was nothing permanent whatever erected. It was simply a little one-day race.

Mr. *Grove.*

36,294. Was not the hedges and the ditches altered according to Mr. Cooke's statement?—But that is only a matter of a very short time; just where the fences and the hedges came the stakes would naturally be put out of the way, so that it would not be injurious, but nothing of a permanent character.

Chairman.

36,295. Nothing like Kempton Park or Sandown?—No, my Lord, no stand or anything of that kind. But the hardship was that the tenant had no notification to let him know that his landlady objected; if he had known he certainly would have stopped the races. The first intimation he had was a notice, and then there was a refusal to see him at all.

36,296. Was it a hunt meeting?—No; it was got up in the neighbourhood.

Mr. *Seebohm.*

36,297. We heard, I think, that she did write a letter to him?—No; Mr. Cooke states that his sister did write to the agent, but we know nothing about that. The poor tenant never heard anything, and he left that farm, of about 300 acres, with a paltry paying out of about

Mr. *Seebohm*—continued.

200*l.* Then again, Mr. Cooke made reference to my family having sold an estate. My mother certainly was interested, partly with an uncle, in an estate. When my uncle died, that portion was willed to my brothers, sisters, and myself. We were launching out in life, and it was very necessary that we should have capital. There was a mortgage upon it, and it was necessary that the mortgage should be paid off and the money should be distributed between us. I may say my father farmed for 60 years; he was a most industrious and abstemious man, yet he left off, after 60 years, with less money than he commenced with, and his whole life was devoted to the farm.

Chairman.

36,298. Whom did he farm under?—He had a very good landlord, Mr. Hanbury, of Pontypool, whose agent is a very fair, reasonable man. But that only shows the state of agriculture, that at 82 years of age I got him to give up, and he left off in a worse position. There was no setting up his sons; we had no money from him at all. So that there is a clear case of

Chairman—continued.

farming. As to the land at Caerleon, Mr. Cooke says it is only 15 years, but that land has been advertised with large boards for over 20 years, since the line has been opened, and not yet has anyone built upon it, although we have a splendid train service of 20 trains a day. If that land was let at a reasonable figure the whole of it would be covered by houses by people from Newport. I should like to put in an agreement of Mr. Nicholl's estate for you to see. There was one very hard case under that, where the widow died after 40 years. As soon as the widow died, the son, who had been with her, had notice to turn out unless he paid an increase of 20*l.* He had to go.

Mr. *Grove.*

36,299. What increase was that on?—The rent was 104*l.*, and in the bad times it was reduced to the mother to 80*l.* The old lady had been there 40 odd years. The old lady died, and that notice was served upon the son, and the son could not retain the farm unless he paid the old rent; he had notice to pay that rent.

The witness withdrew.

Mr. Gwilym Cristor James called and examined.

Chairman.

36,300. You are a solicitor?—I am a solicitor at Merthyr Tydvil. I am interested in property in the county of Monmouth, and I know the county of Monmouth as well as I do the county of Glamorgan. The first matter I wish to put before the Commission is with regard to distraint of animals' damage feasant. The present remedy of impounding, which necessitates replevin, is to my mind a very barbarous one in these days. For instance, the poor tenant who has had his cattle distrained for damage feasant, if he wishes to redeem, must pay, first of all, a guinea to the bailiff of the county court, and there are other charges and expenses which run up to about 2*l.* in all. What I wish to point out is, that that should be remedied by applying to the United Kingdom generally, an Act of Parliament which now only applies to the metropolis. It is 2 & 3 Victoria, chapter 71, which gives a summary remedy in the metropolitan area for unlawful, or illegal, or excessive distress up to a sum of 15*l.* per annum, and in cases where the tenements are let by the week or by the month. If that were made a general Act of Parliament and were made to include damage feasant as well as rent, it would be a very beneficial Act, I am sure, to the country at large. That is the first point I wish to touch upon.

The next point that I wish to call your Lordship's and the Commissioners' attention to is, that under settlements and by conveyance we very frequently find, as lawyers, that estates are settled or conveyed to persons for life without impeachment of waste. The result of that is that very often very estimable

Chairman—continued.

gentlemen, who have no interest whatever in the remainder-man, naturally seek to get all they can get during their lives out of the property which is either conveyed to them or settled upon them for life, and the poor tenant cannot get any repairs done. He waits, if those gentlemen are of an advanced age, hoping, I suppose, that in a short time the remainder-man will come in, and he will get the estate properly repaired. That has occurred in my experience several times. It was only, I think, a month ago that I visited a farm on the confines of this county, in the parish of Gelligaer, in Glamorganshire. It is a farm of about 60 acres, at a rent of about 60*l.* per annum. For the last ten years the farmer told me that only 13*l.* had been spent in repairs, and when I went up to the living room I found it was in such a condition that I quite believed the statement that the rain water did actually come on the bed when it rained. The remedy that I would recommend there would be that such things should not be possible; that there should be a law that every person who held land for his life should be liable to the remainder-man for the proper maintenance of the property. Some people might go so far as to say for the proper cultivation of the land too, but that is putting it perhaps a little higher than I should be justified in putting it.

36,301. It is without impeachment of waste, I take it. Supposing a man cut timber on any estate, he would be liable?—He would be liable.

36,302. Suppose he cut 50,000*l.* worth of timber on a large estate, he would be liable if he only spent 50*l.* on it?—Yes; I would not go so far as that, certainly not. I am think-

Chairman—continued.

ing more especially of the hardship which I frequently find does exist with regard to the buildings.

36,303. You would not go so far as timbers?—Oh no. Then I am interested as a copyholder, or the holder of a customary freehold, in the manor of Wentsland and Bryngwyn in this county. In this case I do not wish to occupy the time of the Commissioners in dealing with any controversial matters, but I would like to point out that it is alleged by the ladies and lords of the manor that the copyholders have no right to lease for more than 21 years. This manor is chiefly composed of mineral property, and it is also alleged by the ladies and lords of the manor that an alienation fee of two years' improved value is payable when the property passes from one tenant to another. Now, the effect upon leases for 21 years of the two years' alienation fee amounts to this, that copyholders are really debarred from letting their land for building purposes. Collieries are springing up in the vicinity. If the copyholder who has land which is suitabe for building, and to whom application is made, wishes to let, he could not ask for more in certain localities, than 1*d.* a square yard; the ground rent might possibly come to, say 15*s.* with some garden ground added for a cottage. If a house was built upon that piece of building ground, and he did lease it for 21 years with a covenant to renew for successive periods, say for 60 or 90 years, then if that house is built and it is worth 12*l.* a year, that is 24*l.* for the two years. Now when that copyholder comes to sell his little copyhold, although he is only getting 15*s.* a year ground rent, the purchaser from him would be asked to pay two years' improved value, which would be 24*l.*

Mr. *Seebohm.*

36,304. Including the house, of course?—No, not including the house, the ground rent that the copyholder gets is only 15*s.* a year. The lessee gets the 12*l.* a year, but the ladies and lords say: "We have nothing to do with "your arrangements: the improved value is "12*l.* a year; we want 24*l.* from you, the "copyholder."

36,305. May I ask upon that point whether alienation includes also the taking it by purchase under a will?—No, I do not think it does.

36,306. Not descent, but by alienation?—By devise. I do not know whether it would not meet devise; it certainly does not meet the question of descent, not in this manor. Of course there is always a difficulty also as to whether the devisee is not a purchaser in law. That is a point there, I quite agree. So that the effect of that is, that although collieries are springing up in different parts of this manor of Wentsland and Bryngwyn, when one is approached and is wishful to see buildings put upon one's property, one is debarred really from entertaining applications, and the men have to walk for many miles in consequence to their work.

See 5914, 34,669, 34,708.

Chairman.

36,307. If you lease land for 21 years, with a covenant for renewal, is that good in law? Is that binding?—That is binding, yes.

36,308. Then that really gets over the difficulty of the short 21 years' lease except in the case of the fine, of course?—Well, it is not so advantageous, naturally. We have to accept it.

36,309. And it would be binding in law?—I believe it would. Some doubt has even been cast upon that by Watkins in his book on copyholds, and by Scriven too.

36,310. But that is the only way in which you can give a 99 years' lease — for 21 years with a covenant for renewal for 21 years, and and for renewal again for 21 years, which is supposed to be binding on your successor?—That is so.

36,311. Which may or may not be binding?—Yes. I think it is Watkins who says it is a case of forfeiture too. That is all I have to put before the Commission.

Mr. *Grove.*

36,312. Then you consider that the heavy costs and fines and heriots and so on that are payable, prevent building, and keep back the neighbourhood?—Under the circumstances which I have detailed to you, yes.

36,313. And, as a rule, do the lords and ladies sometimes give three renewals of 21 years?—It is the copyholder who grants the lease for 21 years, and then covenants that he will, at the expiration of 21 years, renew for another 21 years, and at the expiration of that period will renew for another, and so on, if he likes. It is a matter of bargain.

36,314. As a matter of fact, they never promise or covenant for more than three renewals of 21 years, I think, do they?—In my experience there have been no applications to me for more than the three successive renewals; but if there were, I see no reason why they should not grant four, in fact.

36,315. Do you happen to know the land that belongs to Mr. Hughes?—I know the locality very well.

36,316. Up the Cwmffardor Valley?—Yes.

36,317. And you know there is an accommodation railway along there?—Up to the Cwmnantddu Colliery, you mean.

36,318. Yes. The rent payable to Mr. Hughes is 250*l.* a year, I think?—That would include more than the surface, I think.

36,319. Then you consider that their demand of 500*l.* for the transfer of that property would be monstrously excessive, I suppose I do not know how to express it otherwise?—That is not the assessment of the surface: it is the assessment of the surface, plus something else which the lords are not entitled to, as we say. I am in the same position myself. I have had notice to pay two years' improved value, and I have to attend on the 21st of this month; but I did not intend to go into details of that sort before the Commission, especially after what I see took place at Newport.

Mr. *Seebohm.*

36,320. We had mentioned to-day cheapness of transfer of land as being very desirable in small holdings. Do you think much more could be done in the way of cheapening transfer of land? You have very small conveyances now, have you not?—Oh, the conveyance itself is very small; I mean it is very short now; but unfortunately titles are very frequently complicated. I should myself very much like to see the transfer of land cheapened.

36,321. Is there not a certain amount of hypocrisy in the cry for the transfer of land, as a political cry, when we put 10*s.* per cent. on the transfer?—Well, speaking personally, I must say that I have not had any complaint in my own practice.

36,322. It is very much less than it used to be?—Very much less than it used to be, I think, taking it on the whole.

Mr. *Griffiths.*

36,323. Would it not be a good thing to see all this copyhold land enfranchised?—But you must remember there is a question between the lords and the tenants here with regard to the ownership of the mines, and there are other questions which operate, at present at anyrate, as a bar against attempting to enfranchise. I have enfranchised in other manors.

Mr. *Griffiths*—continued.

36,324. But I mean a general enfranchisement throughout the whole country?—Oh, yes, it should be compulsory. I quite agree with you.

Mr. *Grove.*

36,325. With regard to the manorial rights over the minerals, has there not been a test case in our county?—That was in the manor of Abercarn, where it was alleged the customs were not similar; in fact, there were no customs there, it was alleged. That went against the lords of the manor.

36,326. That went against the lords of the manor. They won that after an enormous fight?—Oh, yes.

36,327. Did they go to the House of Lords?—I do not think they went to the Lords. They went to the Court of Appeal, if I recollect rightly, and got judgment. I think it cost 30,000*l.* I had to pay pretty well the last of the bills, about 6,000*l.* or 7,000*l.*, to the solicitors who fought the case.

36,328. I think it was generally in favour of the tenants and against the lords of the manor?—That was so, yes. Of course I only acted as solicitor in that payment. It was not a personal matter.

The witness withdrew.

Mr. J. E. Vincent recalled and further examined.

Chairman.

36,329. Do you wish to give some evidence?—Yes. I do not think I need state my position again; I have stated it several times. I hand in a table of abatements and reductions, with observations as to the history of rent, in the exact words of the various persons who have made returns to me; and those returns are, as the Commission know, ready for their inspection at any moment. I think I would like to say this further about Monmouthshire, that I have fewer returns for Monmouthshire than any place—not particularly, I think, because the members of my association are fewer in Monmouthshire than elsewhere; but I find that the Monmouthshire landowner, like the Monmouthshire tenant, is afraid to come forward. I am afraid he labours under the delusion that he lives in England.

Chairman—continued.

The following table was handed in:—

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
S. C. Bosanquet, Dingestow Court, Monmouth.	Dingestow (2,580 acres).	10 per cent. on rents due February 1878 to February 1880, inclusive; 20 per cent. on rents due August 1880; some 10, some 20 per cent. on rents due February 1881; 10 per cent. on *reduced* rents due August 1885 to August 1888 inclusive; 5 per cent. on rents due February and August 1889; 10 per cent. on rents due August 1892.	The rents were reduced in 1881 for the most part, but some before, *i.e.*, about 1879, and some since. The reduction amounts to rather more than 29 per cent., viz., from 2,231*l.* in 1877 to 1,574*l.* in 1892.	——
J. A. Bradney, Taly-coed Court.	Tal-y-coed (1,500 acres).	- - - -	On most of the farms the rents have been permanently reduced, so much so that no abatement has since been applied for by any tenant, and none has been given. Most of the farms have been purchased since 1880.	——

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Rev. J. T. Harding, Pentwyn, Rochfield, Monmouth.	Pentwyn and Deepholme (200 acres).	I am giving back now 10 per cent. on a reduced rental.	Since 1877 rents have been reduced 30 per cent.	When I purchased Deepholme in 1873 I found the tenant leaving of his own accord, and I re-let at a 10 per cent. higher rent than he had been paying, and had no difficulty in so doing. That rent has been reduced as stated.
Capt. Homfray, Penllyn Castle, Cowbridge.	Penllyn Castle, (in Glamorgan and Monmouth 2,025 acres).	Abatements of 5 to 10 per cent. have been made; for the last audit rent 15 per cent.	Since 1877 some reductions have been made in the case of old tenants.	The estate has not been revalued within the last 50 years, nor have rents been raised.
J. Lawrence, Caerleon House.	1,500 acres -	I have granted several abatements since 1877, but not uniformly, as most of my property is occupied by tenants under leases.	I have in two instances granted a permanent reduction of from 15 to 20 per cent. where leases were running and the term unexpired. In two other instances my tenants have sold the unexpired term of their leases, in the one case for 110*l.*, and in the other for 80*l.*; and in a third case where the lease had to run about 20 years, the tenant in possession sold the unexpired term for *six hundred pounds*.	——
Sir W. T. Lewis, The Mardy, Aberdare.	In Brecon, Glamorgan, Carmarthen, and Monmouth (1,200 acres).	- - - -	A farm in Monmouthshire, purchased by me in 1886, was held by the tenant under an agreement, dated June 1856, at a rental of 266*l.* per annum, but this had been reduced by verbal arrangement prior to my purchase to 239*l.* per annum; and, although I have, since the purchase, spent over 400*l.* on the farm buildings, the tenant has been granted a lease for 14 years at the reduced rent.	I have only acquired the farms within the last 20 years, and there has been no re-valuation since they have come into my possession; neither have the rents been raised.
Lord Llangattock, The Hendre.	The Hendre (5,000 acres).	On eleven occasions since 1877 abatements of from 10 per cent. to 50 per cent. have been granted.	Since 1877 permanent reductions amounting to about 25 per cent. have been made.	The estate has not been revalued in the last half century, nor have rents been raised.
Major R. H. Mansel (as trustee for Mrs. Mansel and his own property).	In Monmouth, Glamorgan, and Brecon (500 acres).	Abatements have been granted of 5, 6½, 17, 9, 10 and 8 per cent.	- - - -	The estate has not been revalued.
Mrs. Perry-Herrick, Beau Manor Park, Loughborough.	Pen Coed and Penhow (4,120 acres.)	Some farms have been kept at the original rent (on the rent-roll); these have had allowances since 1877, viz.: 1877, 10 per cent.; 1878, 10 per cent.; 1879, 30 per cent.; 1880, 15 per cent.; 1881, 10 per cent.; 1882, 10 per cent.; 1883, 10 per cent.; 1884, 12½ per cent.; 1885, 15 per cent.; 1886, 15 per cent.; 1887, 35 per cent.; 1888, 35 per cent. (from this year permanently reduced 20 per cent.); and in 1892 abatement 20 per cent. on reduced rent. Other farms re-let since 1877 permanent reductions made according to circumstances.	The rent-roll of farming lands (1877) was 4,827*l.* 11*s.*; in 1892, 4,355*l.* 18*s.* 4*d.* (with increased acreage of about 300 acres). The rental shows that returns and abatements to tenants from 1877 to 1892 amount to 7,142 *l.* 7*s.* 3*d.* outside of reduced rents.	The estate has not been revalued within the last 50 years. Rents have certainly not been raised during that period.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Trustees of the Trelleck Charity Lands.	23 acres - -	12 per cent. was granted on one year to one tenant; and 8 per cent. was granted on one year to another tenant.	One holding has been reduced from 12*l.* to 10*l.*	One holding near Monmouth has been raised from 10*l.* to 12*l.* per annum, but we have had 480*l.* offered for this holding, which shows that we have been receiving only 2½ per cent. on this land and tenement, and have been liable for all repairs also.
Mrs. Tudor, Wyesham House, Dixton.	Wyesham and Llanolway (330 acres).	An abatement has been granted since 1878 of 6*l.* per annum to one of three tenants at Llanolway. This year 10 per cent.	Since 1877 I should say the rents have been permanently reduced 50 per cent.	The estate was re-valued in 1884 resulting in a great reduction of rents.
Geo. Willis, Newton Hall, Dixton.	Cwm-Collier farm (110 acres).	- - - -	In 1889 I reduced the rent 33 per cent., and it has so continued since.	—

Mr. *Grove.*

36,330. With regard to that table, you will give us any further information, if we need it, after looking it through?—Certainly. Above that, I have had sent to me this morning, first of all, the written answers to some questions that Mr. Seebohm and Lord Kenyon wished answered by Mr. Sackville Owen, agent to the Picton Castle Estate, and a minor correction in one point of that gentlemen's evidence. I think he got the acreage of the Picton Castle estate wrong by 2,000 acres.

Mr. *Seebohm.*

36,331. Does he say the number of tenants?—Yes, he gives the number of tenants. There were questions asked by you, I think.

Chairman.

36,332. Will you just read that out; then it will get on the notes?—This is the statement:—

Chairman—continued.

"Welsh Land Commission.

"Picton Castle Estate.

"Syllabus.

"Page 1, Question 4. The acreage of the above estate is 22,500, not 25,000 as stated.

"Evidence.

"The acreage of agricultural land is about 20,000, and the rental 18,332*l.*

"Total repairs from 1879 to 1893 (both inclusive) 36,000*l.*

"This amounts to 13*l.* 2*s.* per cent. off income

"No. of agricultural tenants, 500.

"I have been agent for the Picton Castle estate for 19 years, and during that time there has not been one case of ejectment nor a single lawsuit.

"SACKVILLE H. OWEN."

The witness withdrew.

Adjourned for a short time.

Mr. ALFRED M. PILLINER called and examined.

Chairman.

36,333. You live at Llantarnam Grange, Newport?—I do.

36,334. You are a landowner, and you farm as well?—Yes.

36,335. Do you farm your own land?—I farm my own land, and some that I rent—about equal proportions.

36,336. What is the acreage of your land?—Something over 400 acres.

Mr. *Grove.*

36,337. That includes both?—That includes both—that is, cultivated land, and woods besides.

Chairman.

36,338. On what subjects do you wish to speak?—I thought, perhaps, I might be able to give some evidence on the dairying industry. There has been a good deal of interest taken in that in Monmouthshire lately. Schools have been opened for technical education, and so forth. There was started last season a school for butter-making. I am very much afraid there is very little money to be made out of butter-making. The calculation of making butter is a comparatively simple one. I think it takes three gallons of average milk to make a pound of butter; when you take butter to market you get 1*s.* 2*d.* a pound

Chairman—continued.

perhaps, all the year round. It is true you have the skim milk back, but I do not think farmers can make 2*d.* a gallon of the skim milk in any way. Therefore that brings a net return for the three gallons of milk of about 1*s.* 6*d.* or 1*s.* 7*d.*

36,339. What do you think three gallons of milk are worth?—Of course, if they can sell it, and if it is anywhere near a railway station, they can get 8*d.* a gallon for it all the year round, nett, at home. Personally, I sell at 10*d.* in the winter, and 8*d.* in the summer; then there is the carriage to pay for it; but it makes about 8*d.* all the year round.

36,340. What do you get for a pound of butter?—I make none.

Mr. *Richard Jones.*

36,341. So that you get 2*s.* by selling the milk as against 1*s.* 2*d.* by selling the butter?—Yes, it is true you have the pleasure of making the butter.

Mr. *Griffiths.*

36,342. Is there a great demand for milk?—Oh, yes, all through Monmouthshire.

36,343. The demand is greater than the supply?—Yes. It is imported in large quantities from Somersetshire, and if the railway companies would assist the local farmers it would be a good thing.

Chairman.

36,344. Butter-making is a dead loss?—I am afraid so.

Mr. *Seebohm.*

36,345. That would only apply in populous districts?—I think it applies to the whole of Monmouthshire, or the greater part of it—at any rate, by far the greater part of it.

Mr. *Griffiths.*

36,346. Is this butter made under the new system, or according to the old system?—At the dairy schools it is made under the new system. My object is to show that these dairy schools are rather a step in the wrong direction. I think they are rather encouraging farmers to produce that which, with all said and done, and when it is made, will not pay them to make. You may encourage farmers to launch out in separators, and so forth, and when all is said and done, there is nothing in it; it lands them in loss.

36,347. How about the dairies, are the dairies suitable? As a rule, in most parts we have been in they are very bad?—I do not think they are suitable, but I do not think it is worth any one's while to make them suitable. If they cannot sell the milk they had better not produce it.

36,348. But milk has not been so fluctuating, has it, as other things?—In price?

36,349. Yes?—No; it maintains a fairly regular price.

36,350. And butter is better than anything else in the farming line?—I think cheese is better than butter.

Mr. *Seebohm.*

36,351. Could you give us the figures for producing a pound of cheese in the same way?—No, I cannot; I have nothing to do with cheese. They are now about starting a school for teaching cheese making. I had a letter from Mr. Grant about it the other day. I told him I was perfectly ready to give him any assistance I could; in fact I offered to place my place at the disposal of the County Council for the purpose of their lessons.

Mr. *Griffiths.*

36,352. But you believe that neither cheese nor butter will be equal to selling milk?—Oh, dear, no. There is another advantage in making cheese, that it can be stored; if you cannot sell it to-day you can keep it for a month or two; but butter must be sold at once. Farmers when they take butter to market must take what they can get for it.

Mr. *Richard Jones.*

36,353. Your reply only applies to Monmouthshire; it would not apply to thinly populated districts, where there is no market?—Quite so.

Mr. *Griffiths.*

36,354. To places where railways are convenient?—Yes, where railways are convenient. The greater quantity of the milk that is consumed in Newport and Cardiff comes from Somersetshire by rail. The railway company carry milk a long distance for a much cheaper rate per mile than they will carry it for a short distance. I am within five miles of Newport, but it costs me just the same to send it to Newport as it would for 20 miles. Up to a very short time ago I could send it for 70 miles for the same price. The consequence is that it brings milk from a large circle into the populous districts.

36,355. We find that butter from Devonshire is sold very much in our district?—Oh, yes, undoubtedly.

Mr. *Seebohm.*

36,356. Does it come by water?—No, I think not. Some of it may come across from Bristol by water, but not to a very large extent. There is another little matter in railway rates that struck my attention only this morning. I inquired a rate for hay from my place to Aberdare, and they gave me: hay, machine pressed, exclusive of labour, minimum charge for 2½ tons per truck, 6*s.* 11*d.*; hay, not hydraulic or machine pressed, minimum charge as for 30 cwts., 9*s.* 8*d.* Now, I do not know whether it strikes you at first sight how that operates. Farmers as a rule send full truck loads, and their object is to put as much as they can on a truck; but unless the farmer is prepared to make a declaration that it is pressed or says it is pressed, he has to pay the high rate of 9*s.* 8*d.* in those cases. If he chooses to say it is pressed

Mr. *Seebohm*—continued.

he can do so, although it may not be so. If he can put anything over 30 cwts. on a truck and say it is pressed, he gets it sent at the low rate. He can put as much as he likes on, and if he does not say it is pressed he does not get the advantage of the lower rate. Really it is a premium on fraud. A very large number of farmers and dealers are tempted to say their hay is pressed when it is not pressed, and it just depends on the strictness or otherwise of the local station master. I feel it myself. I was loading some the other day, and the station master said to me. "If you are prepared "to say it is pressed, that is enough for me." I said "No, I am not prepared to say it is "pressed. There is over 3 tons on the truck, "and it should go at the rate of 6*s.* 11*d.*; but "because I do not like to say it is pressed when "it is not, I have to pay the higher rate." I think they might easily alter the classification, and simply say, hay in loads of 30 cwts., so much; or not less than 50 cwts., so much.

Mr. *Grove.*

36,357. Do you know this blue-book that is published by the Board of Trade?—Yes, I have seen it.

36,358. It costs 1*s.*, and tells you everything?—Yes, we know it It simply requires a little alteration of it, that is all.

36,359. But the agricultural question of hay was very ably discussed by the agriculturists before Lord Balfour of Burleigh's Committee. I was present the whole of the time, and, although it may still be not in a satisfactory position, I think they did get an improvement on what was originally proposed. Hay, if it is hydraulic or steam pressed—"steam packed" they call it——?—Of course it never is in this country.

36,360. That is in Class C.?—Yes.

36,361. If it is machine pressed with a minimum of 40 cwt. per truck, that is in Class 1.; if it is a minimum load of 30 cwts. per waggon, it is in Class 2. There are each of those classes for hay?—Yes.

36,362. And the station terminal varies according to the class that it is put in?—Yes.

36,363. In Class 2 the station terminal would be 1*s.* 6*d.* at each end; that is 3*s.* at once?—That is the machine pressed.

36,364. Yes; I think it is the same with Class 1 and Class 2; it is 1*s.* 6*d.*, but have you worked out the mileage to see whether the rates are exactly right?—No, I have not. That is not the part of it that affects my question. Whether the charge is high or low, I do not mind particularly as long as they are all on the same footing. But what I feel is this. At present I am called upon to compete against a man who gets his hay carried at a lower rate than I do, simply because he is able to make a false declaration. That is my complaint.

36,365. As long as there are differential charges, any man may make a false declaration, and try to get a benefit from it?—But it invariably goes through.

Mr. *Grove*—continued.

36,366. But that is rather a serious position for a man to place himself in, is it not?—It is.

36,367. I think you must see that there is something to justify the railway companies. For instance, hay pressed goes into much less space than hay that is not pressed?—Yes, but why cannot they leave out the term "pressed," and simply make it a question of weights. Say, "If you put on 2 tons 10 cwt., and keep under "our gauge, very well and good, we do not care "whether it is pressed or not; all we want is "to have full loads for our trucks." I think it is the pressing that is the objectionable part of it.

36,368. There was a recent Committee, as you know, inquiring into the railway rates question, and I believe this matter has come before that Committee. Have you seen their report?—No, I have not.

36,369. I think you will find probably it is dealt with. If not, it would be well for you to communicate with the member representing your division, Colonel Morgan, stating this fact to him, and ask him to move an amendment with regard to hay, when the Bill comes before the House, which is going to be introduced in a few days?—Yes. I again offer to give information on the question of ensilage. I do not know whether you care to hear it.

Chairman.

36,370. Oh, yes, I think so, very much indeed?—I believe I am one of the first persons who ever made it in England experimentally, and I have made it ever since. I think it is a pity that farmers do not make use of it more. In wet seasons I frequently have farmers come to my place, and see it being made, but they seem disappointed at the simplicity of the operation; they think there is nothing in it; I think in only one case have I ever met with a farmer who will take the trouble to see it cut out later on. I have frequently given them an opportunity; I have written and said, "I am cutting "out my ensilage stack, will you come to see "it?" The answer is, "Oh, some day," and they do not come. I think it is a pity for their own sakes that they do not. I think good ensilage is certainly better than bad hay, and that farmers would be wise to make more of it in risky seasons. Some people go so far as to say that a greater head of stock can be kept on the same land by making ensilage than by making hay, but I do not think that.

Mr. *Seebohm.*

36,371. It is a much simpler process than it was thought to be, is it?—There is absolutely nothing in it at all. You build it up into a stack in the same way that you would hay, and simply press it.

36,372. It does not require a great outlay?—Absolutely nothing. The outlay is nothing at

Mr. *Seebohm*—continued.

all. It is simply made into the stack in the same way that hay is.

36,373. And trodden down?—Trodden down, weighted, and thatched.

36,374. Your experience is that that mode is satisfactory?—Oh, most satisfactory. My method is this. I make a good deal of hay and ensilage. I make hay when it is fine, and if the weather turns wet, I turn to and make silage. I keep a stack going all through the harvest time. Once it is started, we keep going on putting a little on every other day. That is the part of it that farmers do not understand, I think. They think that they must commence a stack and go along and finish it. As a matter of fact, it takes me from two to three months to finish my stack.

36,375. Do you not find it heat?—Yes, naturally, as it is necessary that it should, but not to a prejudicial extent. A certain amount of heat is necessary.

Chairman.

36,376. Have you anything to say about small holdings?—I do not see how farmers of small holdings can ever compete against large ones. When it comes to arable land especially, I think a small farmer with a small holding who has any arable land finds the difficulty of getting that cultivated, entirely does away with any profits that may be derived from it.

Mr. *Grove.*

36,377. But you consider arable land is getting less and less, and pasture land is getting more and more?—Yes, that is so. Then there is another matter which I have given a good deal of attention to, that is irrigation. I think that last summer being a very dry summer, very many farmers turned their attention to it who had never done so before, but even then in my limited field of observation, I saw many cases in which it was entirely neglected. It is often easily done by damming streams up at the top portion of their land, flooding large areas, and consequently getting very much increased crops. People do not believe in it; lots of farmers do not believe in it. They say, "Oh, you grow "a lot of rubbish," but it is a great mistake. There is an immense amount of fertilising matter even in a perfectly pure clean stream, and the effect upon pasture is very marked if turned over it.

36,378. Do you think their disinclination is because they have not got a stream in a convenient position?—They do not consider it; they do not believe in it, and do not turn their attention that way at all. I may say that I entered on some land last year and grew some very good crops indeed in the dry season, although it was a very poor farm, simply by watering. Then again, I think farmers are much illtreated by the middlemen. If farmers would make up their minds to sell their fat stock by live weight, I do not say bring in an Act to make it compulsory, because I do not believe in interference in

Mr. *Grove*—continued.

that way, but I think if farmers would amongst themselves combine and make up their minds not to sell their fat stock except by live weight, it would be greatly to their advantage. I do not think a farmer is a match for any butcher in the guessing of the weight of a carcase. The butcher is enabled to check his judgment by every beast he kills; the farmer has no means of checking his judgment. He may imagine that an animal may weigh so much, but he has no means of finding out later on. The butcher is very loth to give him any information on the point; that is my experience.

36,379. I suppose in the market they do not weigh now?—Oh, dear, no.

36,380. I know, in my time, there was a compulsory weighing machine?—There is one at Newport.

36,381. I have never seen it?—No. I believe, as a matter of fact, the butchers boycot it. If they see farmers weigh their beasts they will have nothing to do with them. That is what I have heard; that is not my own experience.

36,382. Why should the butcher be stronger than the farmer? Why should he be able to boycot the farmer?—Because they all join together and farmers do not.

36,383. Is there no combination among farmers?—No.

36,384. That is most unfortunate, is it not?—Most unfortunate, I think.

36,385. I suppose there is no co-operation for the purchase of manures or fertilisers, and so on?—That is so, and I believe it is a great weakness amongst farmers. Instead of telling each other what they are doing and working together, every man works in the dark, and does the best that he can for himself, as it were. I have frequently known cases in my neighbourhood where that has been demonstrated. They are the only class of people that do try to get on without some combination or co-operation, and efforts to pull together.

36,386. Just taking another view of that for the moment; are butchers more successful in life than the ordinary tenant farmer?—I suppose so. My experience goes to that most distinctly.

36,387. I think some butchers have retired pretty early in life with a very decent fortune?—That is my experience. The men who have made any money out of farming, I think, you could count on the fingers of one hand; at any rate, the men that I have known in this county for the last 20 years. It is the same with dairy produce. The farmers with their milk could, no doubt, do vastly better if they would combine together and start a central dairy; the public need not pay a higher price for it.

36,388. You mean a factory?—A factory is not necessary; because there is nothing to manufacture, it is simply for the sale.

36,389. The same that they have in parts of Wiltshire, Devizes, Melksham, and so on?—Yes, the public pay a fair price for their milk, but by the time it gets to the farmer it is cut down most unmercifully. The man who walks round

Mr. *Grove*—continued.

with the pails gets more than one-third of the gross value, yet the farmer has all his labour, all his capital, and all the risks to run.

Mr. *Seebohm.*

36,390. In your neighbourhood is there a good supply of milk to the cottage holders?—Oh, yes; they can get any quantity by paying for it. That is the only difficulty, I think.

36,391. The distribution is expensive, I suppose?—Not necessarily. It should not be. The reason why distribution is expensive is that there are such a large number of men at it, a number of people trying to make a living out of selling eight or ten gallons of milk a day; it will not stand it. There are too many between the farmer and the general public. Whereas, if farmers would join together instead of half a dozen carts going along every street daily in Newport now, if the farmers round a neighbourhood like Newport would join together, they could map it out and work it on more economical lines. I do not hesitate to say that milk could be distributed in a wholesale way well at 2*d.* a gallon. As it is done now, the retailer wants from 4*d.* to 6*d.* for doing it. It could be done without raising the price to the public, and I am sure it would very much benefit the farmer. Again, if they would combine, I think they would benefit themselves by getting manures and so forth in a wholesale way. If a farmer is buying manure in a small way, say he is buying a couple of tons, and has a sample analysed, and that costs him 10*s.*; that is 5*s.* a ton. If he and his neighbours combine together and get some 20 tons, they could get a sample of that analysed for the 10*s.*

36,392. Would one sample be sufficient out of 20 tons?—I think it would give one a very fair idea.

36,393. There are tables issued by the Agricultural Department, I dare say you have seen them?—Oh, yes, that is only one question. Then, of course, he has to pay carriage. As you know, a large quantity of manure can often be got round by water at a very much lower rate than two tons could be brought across by rail.

Chairman.

36,394. Have you any other ideas about remedies for the agricultural depression, or anything else?—Well, at the risk of being laughed at, it is my opinion that we must have a change in our fiscal policy before agriculture can fairly revive. I think wheat growing is getting less and less every year, and farmers would be wise if they gave it up entirely, perhaps we should then doubt the wisdom of trusting absolutely to foreign nations for our entire supply of bread stuffs. I advise all farmers myself not to sow another bushel of wheat. I never intend to sow another until the price alters. I do not think it can alter until we get a change.

36,395. What do you mean to rely on then?—I think no farmer now relies on wheat-growing. It is difficult to know what to rely on, because

Chairman—continued.

it is difficult to see what is profitable, but wheat-growing, I think, is certainly not profitable. Oat-growing is better than wheat-growing. To put it in tons, the land that will grow a ton of wheat, I think, will grow 25 cwts. of oats. A ton of oats is worth more money, now a days, than a ton of wheat. I fail to see how a duty of 5*s.* a quarter on corn would hurt anyone, or where the wisdom of taxing tea and coffee, and admitting wheat free comes in.

36,396. What was the proportion you said between oats and wheat?—I drew a bow at a venture rather. I said 25 cwts. of oats to one ton of wheat. I think land that will grow one ton of wheat will grow something like 25 cwts. of oats.

Mr. *Seebohm.*

36,397. Which takes the most out of the ground?—Ton for ton?

36,398. Yes?—I should say wheat; and there is another advantage in growing oats. Oat straw, as chemists will tell you, has a distinctly higher manurial value than wheat straw. The only thing that has kept wheat on its legs as long as it has is the high price that has been obtaining for wheat straw, but that, of course, is out of the reach of the greater proportion of the farmers. It is only farmers in the neighbourhood of large towns that can command these high prices for their straw. Wheat straw has been selling at 4*l.* 10*s.* and 5*l.* a ton this winter for horses. Of course it is a very small proportion that fetches that.

36,399. May I ask a question about the farming rents in these populous districts, does it not often happen that a man on a little farm pays what seems a very high rent because it is partially residential?—Yes, that is so.

36,400. Do you think that acts badly to the man who wants to be pure farmer?—I think it does to a small extent. I think men in the manufacturing districts have some employment at the works, and they take a bit of land and keep two or three cows, and, apart from the profit and loss of the thing, they compete with the *bonâ fide* farmers, I think somewhat to his prejudice.

36,401. It makes a home for them that they like to have?—Exactly, there is no reason why they should not do it. They have a perfect right to do it.

36,402. There is no remedy for it?—There is no remedy for it. I would not like to suggest one. I think every man has a right to live where he likes and do what he likes.

36,403. You think that no legislation could ultimately get out of that difficulty?—No, I think not. I think it is a fact, but it is one that we must put up with.

36,404. Of course there is a great advantage to the farmer in having a market close at hand with a large population in the neighbourhood?—Undoubtedly, and they pay much higher rents in consequence.

36,405. Do you know any farmers near you who use separators?—No, I do not.

Mr. *Seebohm*—continued.

36,406. You do not use one yourself, I suppose?—No. I keep 60 cows and buy butter, I could not afford to make butter.

36,407. Because you can sell your milk to better advantage?—Yes.

36,408. You think the neighbourhood of Newport, and so on, would take a larger supply of milk from the surrounding farmers than appears to go there?—Oh, dear, yes.

36,409. Then you think if there was co-operation in the sale of milk it would be profitable. For instance, in Haverfordwest last week we had evidence of a case where a farmer makes up 1 cwt. of butter and sends it by passenger train to Bristol. He says he gets 2*d.* and even 3*d.* a pound better than if he sold it locally?—Might I ask what he gets?

36,410. We have it on the notes. I think he told us he got 1*s.* 4*d.* or 1*s.* 5*d.*?—In the winter—in the dead of winter.

36,411. I suppose that would be so. I think he said 1*s.* 4*d.* to 1*s.* 6*d.* The carriage would cost him 1*d.* about. Do you think if any co-operation of that kind could be brought about it might improve the idea of making more butter?—Not in Monmouthshire, I think.

36,412. Do you think the railway carriage of milk is reasonable, or do you think the railway companies ought to carry it for less?—I think they should carry it for less for short distances—for very short distances. Although the limit has recently been reduced from 70 to 20 miles, I think the limit is still too high. I think they should reduce it to 10 or even five miles, and they could carry it well for ½*d.* a gallon.

36,413. You know their scale of charges?—Oh, yes, I am fully aware of their scale of charges. They have recently modified them, and to some extent reduced them, but it has been more to the benefit of the middleman than of the farmer. For instance, in this way, formerly there was a charge of 2*d.* for every empty can on the return journey. Now they carry the cans back free. The farmer is not able to squeeze an extra fraction out of the middleman on account of that, and the immediate result is that his cans get very much more knocked about than they used to be. The railway companies will carry them entirely at your risk, but they knock them about in a most unmerciful manner. Before there was a small charge of 2*d.* per can, and every can was booked, and they were not so liable to be lost, and not so liable to be knocked about.

36,414. Does milk as a rule go by passenger train?—Yes, I think invariably in this district.

The witness then withdrew.

Mr. JOHN LAWRENCE called and examined.

Chairman.

See 34,668. 36,415. You live at Caerleon House, Caerleon, I think?—I do.

36,416. You are a landowner, and you wish to give general Monmouthshire evidence?—That is my desire.

36,417. Language, I suppose, in Monmouthshire makes no difference?—Not the slightest.

36,418. What sort of agents are generally employed in the country?—As a rule I should say practical men acquainted with the locality and with the management of land.

36,419. What is the date of entry on a farm?—The 2nd February, as a rule, I believe; almost universally the rule.

36,420. They are yearly tenancies as a rule?—As a rule, yes.

36,421. Is there any demand for leases?—Not in my experience. I think I may say that one-fifth of the property I own is let under leases.

36,422. How much property do you own yourself?—About 2,000 acres altogether—not in this county; I own somewhere about 1,700 acres in this county, and 300 acres or rather more, in Herefordshire. I may tell you that my Herefordshire property is about 300 acres, and I let it for 70*l.* a year. It is in the Golden Valley, but when I tell you the rent it is not a very golden property.

Mr. *Grove.*

More like copper than gold, I should think.

Chairman.

36,423. Have you got a copy of your lease?—I have not it by me.

36,424. Will you kindly send one in?—With pleasure, if you wish it. I have leases now, I think, of 42 years standing—a lease for 21 years, subject to a further term of 21 years. Then I have leases for only 21 years. I could either send you one of the originals of the longer period or the shorter period.

36,425. You might send us both?—I have not the slightest objection.

36,426. What should you think the average of rent of upland and lowland farms is?—It depends very much indeed upon the district. I know some districts where I should say the average would be 14*s.*, and that would be a very high rent. I know other districts where the average would be, perhaps, 25*s.* or 30*s.* That is in the county of Monmouth.

36,427. Have you made any reductions and abatements on your estates?—Not a general reduction, but constant reductions in one shape and other, in kind, and in various ways. A general reduction, as a rule, I take it, would be very impracticable, and a very difficult matter. You never know how to make your reductions until you know what the seasons are.

36,428. When are the rents paid on your estate?—In my own case rents due on the 2nd February are paid in June—about the latter end of June; rents due on the 2nd August are paid about December. I never demand them before.

Chairman—continued.

36,429. Do you think the local rates have increased in the last 25 years?—Yes, they have, largely in some instances.

36,430. Does the tenant pay them?—It depends entirely. In all cases in my own experience.

36,431. What is the size of farms?—They vary very much. Do you mean with reference to my own holdings?

36,432. Yes?—I should think about 200 acres is the average.

36,433. You have no bigger farms than that. You have no farms of 1,000 acres or 800 acres?—No, none. The largest holding, I think, of one of my tenants is somewhere about 360 acres.

36,434. Is labour more scarce and expensive than it used to be?—Yes, and certainly very much more difficult to get. I should say there is great difficulty in getting a thoroughly qualified servant as an agricultural labourer—what we would call an all-round man such as I remember in my younger days; these men have gone to the iron works and to the collieries, and so on.

36,435. And I suppose a great deal of land has gone down to grass, has been let go to grass?—A good deal of it—not put down, but simply allowed to run down to grass from common stubble.

36,436. Has there been a great increase of growing roots?—Very largely indeed.

36,437. And that has been of great value, I have no doubt?—Immense value. In my younger days I remember a tenant of mine came to me and told me he had been advised to grow half an acre of swedes, but another friend of his had advised him not to do anything of the kind, on the ground that they would never answer. Few roots were grown in those days, but in the present day I look upon a good root crop as the foundation of all success in the various rotations.

36,438. What allowances do you give to an outgoing or an incoming tenant?—In my own experience, and as far as I know from the experience of others, I know of no case where the landlord takes very much interest in that. I am bound to say I think probably there may be some improvement in that respect. As a rule the matter is left entirely as an arrangement between the outgoing tenant and the incoming tenant, and the landlord really has no interest whatsoever in it. The outgoing tenant and the incoming tenant agree between themselves, and are regulated very much by the usages of the parish—by the practice and custom of the parish.

36,439. But you do not recognise any tenant's right?—Oh, certainly. An outgoing tenant is entitled to his right as distinctly as he would be to any part of his growing crop, I should say.

36,440. Do you recognise tenants' right?—Certainly.

36,441. Besides the Agricultural Holdings Act?—Certainly.

Mr. *Seebohm.*

36,442. But not in the sense of selling his goodwill? What is generally meant by tenant right is the power to sell goodwill?—I have never known a landlord make the slightest objection. I have one instance in my experience in the last two years where an outgoing tenant received 600*l.* from an incoming tenant upon a lease. I have another instance now within the last three years (I can give the names of the parties if you would like them) where the tenant in possession sold an unexpired lease of four years for 126*l.*

Chairman.

36,443. Have you any trouble about the game on your property?—Not the least. I do not preserve myself, and I am very sorry to say there is very little of that.

36,444. Are there any proprietary farmers in your neighbourhood that you know of—freehold farmers?—I know one or two small ones; very small indeed.

36,445. The farmers, I suppose, work hard on their farms; they are a hard-working lot of people?—Some of them are.

36,446. And their wives work hard?—Yes.

36,447. And the children too?—Well, I do not know. I think you will find there is about as great a variation in that respect as among any class of people. Occasionally you will find a hard-working industrious man and a hard-working industrious woman and children; but there are very many that are just the opposite, who do neither the one nor the other.

36,448. Is the condition of the labourers satisfactory in your opinion?—In what respect?

36,449. Are they well housed?—No, I do not think they are. I believe that is one of the greatest defects in the neighbourhood and in the county generally.

36,450. How are the cottages held, are they held from the landlord or from the tenant farmer?—From the tenant farmer as a rule. I am speaking of my own experience and of the experience of many instances I am acquainted with. A farm is let probably with half-a-dozen cottages on it. There is really no rent placed upon the cottage as between the landlord and the tenant, and that is one of his assets in the working of his farm, the rent from his cottages of course.

36,451. Does he generally keep those tenants as weekly tenants?—Generally I think they are subject to a month's notice, or probably three months' notice. It depends entirely upon the circumstances.

36,452. You have never known them to be weekly tenants?—Weekly tenants of a cottage?

36,453. Yes?—I have known several instances of it.

36,454. Of the farmer letting his cottage and giving a man a week's notice to quit when he left his service?—Yes, that is almost universally the case in commercial matters, and coal mining, and so on, and at iron works.

36,455. If a man left a farmer's employment he would be given a week's notice to quit?—

Chairman—continued.

Possibly, or a month according to circumstances, according to the arrangement that he may have made.

36,456. The farmer would give this man notice to quit and put in a man on the farm instead of him?—Certainly, and *vice versâ*, the man would give his master notice.

36,457. But if he gave his master notice to quit he would have no right to remain in the cottage?—Certainly not; I presume not.

36,458. What are the wages of the labourers?—They are very variable, the farm labourers. I should put them down from 15*s.* to 18*s.* a week.

36,459. Is there nothing below that?—There are instances, no doubt. I should say probably the fair thing would be to say that the average would be about 15*s.* a week.

36,460. And you say that the cottages need improvement, and that they are in a bad state generally?—No, I would not say that exactly, my Lord.

36,461. You would not go as far as that?—No, as a rule the cottages are in fair condition, but I do not think there are sufficient cottages.

Mr. *Seebohm.*

36,462. In putting the wages at 15*s.* and 16*s.* a week, do you exclude or include the extras at harvest time and so on?—That is excluding the harvest certainly. I am speaking of what the average would be.

Chairman.

36,463. I suppose you would say that trade depression began with the importation of foreign produce?—Certainly.

36,464. Have you any remedies you could suggest?—There are remedies, no doubt. My own impression, if you would pardon me for speaking upon the matter——

36,465. Yes, we want to get your opinion?—My own impression is that I look upon the army and navy of this country as much a police for the protection of foreign ships as it is for the protection of our own country, and it has always occurred to me that it would be only a reasonable and fair thing that every ship should bear part of the expense. I know that to speak of protection and a charge upon corn would be such a proposition as could not be maintained, but my own impression is that some reasonable and moderate charge should be made; say, for instance, every ship of whatever nation she belonged to, that came into a port should pay 5*l.* for every 100 tons of stuff that she had on board. If you come to work that out, supposing a ship had 100 tons of wheat on board, it would be so infinitesimally small upon the article itself that really it could affect no one prejudicially. Still, in the aggregate it would give a very considerable income. That is one of the remedies that I, in my humble way, should suggest for compensation.

Mr. *Seebohm.*

36,466. Both British and foreign ships, do you mean?—All ships.

Mr. *Grove.*

36,467. Bringing in foreign produce?—Bringing in cargoes of any description.

36,468. Yes, meat or wheat?—Simply upon the principle that I look upon the navy of this country as much a police for France, Russia, Germany, and all those places, as it is for our own protection.

Chairman.

36,469. Is there anything else that you can suggest?—There is one thing that I would take the liberty of suggesting. I strongly feel myself that the cottage accommodation for farmers is not as good as it should be. I think also, if it were possible, that the Government should create a fund for the reduction, for instance, of tithes, which is a serious grievance and trouble to the landlord. I think if the tithe could be redeemed, and the Government could provide a sum of money for that purpose, and for the purpose of building at a moderate rate of charge, say $2\frac{3}{4}$ to 3 per cent., it would be availed of enormously by the landlords of the country, and it would be an enormous privilege and advantage to them. It would be beneficial if it could be done without an expensive process of investigation of title and all that sort of thing as a first charge upon the estate. I have no doubt it would lead to vast improvement in the cottage accommodation of this country, and I believe also it would lead to a very much better feeling, as a rule, between the tithe owners and the tithe payers.

36,470. The relations with your tenants, I suppose, are very friendly?—Perfectly so.

36,471. Have you anything to say on that point?—Nothing whatever, my Lord. I feel that probably we are peculiarly and most favourably circumstanced in the county of Monmouth. I think I may say amongst the great landowners, of which we have altogether some 14 or 15 in the county, I do not think it is possible that more liberal and generous men can be, or that a better feeling could possibly exist between landlord and tenant than exists between them. I look upon the Duke of Beaufort, Lord Tredegar, the Llanarth estate, and many other estates in this county as being conducted upon the most generous and liberal principle for the benefit of the county at large and the country at large.

Mr. *Grove.*

36,472. You would include Lord Llangattock in that, I suppose?—Yes, I would most certainly. I would not undertake to mention all the names, but I really do not know a single instance in the whole county amongst the large landowners in which what I have mentioned is not the case.

Chairman.

36,473. Have you any account of the improvements you have made on your estate; have you

Chairman—continued.

any schedule of them?—Yes. I do claim, my Lord, to have done more in the way of improvement, in proportion to the small estate I have, than any man living. I have not a single inch of property of any description whatever that I have not thoroughly drained, because I look upon it as one of the first essentials in the farming of land. I occupied a farm of my own, I think it was somewhere about 450 acres, for about six or seven years, and during that time I drained 50 miles of drainage, every drain being 3 feet 6 inches deep and set with 3-inch pipes, and the drains being carried at 8 yards apart.

36,474. A good many of your tenants, you have told us, have been a long time on the property?—They have.

36,475. You are master of hounds, I believe?—Yes, I am.

Mr. *Grove.*

36,476. No leases, I suppose, are asked for now, or very few, by the tenants, Mr. Lawrence?—No. None of my tenants at the present moment are asking me for a lease. There is one point that I wish very much to mention, and I hope the Commissioners may find their way to make a very strong point upon that, namely, that we pay income tax upon the necessary repairs from year to year. For instance, supposing a tenant paid me 200*l.* a year, I have to expend, say, 40*l.* in repairs, and the income tax is paid upon the whole sum. I am an Income Tax Commissioner myself, and I have pleaded very strongly against the injustice of demanding it, but the surveyors always give you this remedy, "We will give you a case if you like to appeal"; but still they exact it. At this very moment I am under a contract to spend 880*l.* in repairs. I cannot get the abatement of one single sixpence upon that outlay in income tax, which I think is a very very great hardship indeed. It is not so in my case only, but it is in all cases. If I were rich enough to fight it with the Government, I would at this present moment. I can never believe it was intended that income tax should be paid upon that which a man did not receive.

36,477. You think income tax ought to be upon the beneficial interest in the property?—Upon the absolute interest that you receive—upon the rent you receive or the income you have.

36,478. But you draw a distinction between the money you expend for ordinary repairs and the money that you expend on new buildings and increasing the value of the property?—Certainly.

36,479. Then you think that for all ordinary repairs you ought certainly to be allowed that?—Most certainly. I think it is a great want of equity not to do so.

36,480. I am afraid the income tax, from my own experience, is settled upon the gross income, and they make you pay upon the gross, and you may do what you like with it afterwards?—Yes, that is so.

Mr. *Grove*—continued.

36,481. And it is a very great injustice in many cases?—Yes.

36,482. Then we gather from you, Mr. Lawrence, that you made abatements upon your property to your farmers?—Yes.

36,483. But not general?—Not general.

36,484. Nor uniform?—Certainly not.

36,485. Varying according to circumstances?—Yes, exactly. It depends so very much. You have good tenants and bad tenants. I have no doubt there are good landlords and bad landlords; but you have good tenants, industrious people, and so on, and a landlord, if he is a man of observation at all, knows the difference between one and the other. I have known instances in my own experience where people have been industrious and done the best they could, and they have still been driven to the necessity of asking for allowances. I have met them always, I hope, liberally. I always feel it is a matter of good common-sense on the part of the landlord to meet his tenant.

36,486. That is, you have placed yourself in full sympathy with your tenants?—Yes. I have never discharged a tenant in my life. During the whole of my lifetime I have never given a tenant notice to quit his property.

36,487. When you give those abatements, does it enable them to get the valuation of the poor rates reduced so that they may pay less rates and taxes?—Yes. I am bound to say, I think the tenants are pretty wide awake upon that subject. As a rule, I do not think they would pay the rates beyond the rent they really pay.

36,488. Of course the practice of different unions, as you know, varies. In some parts of Wales we have found that unless abatements have been made for three years in succession they will not reduce the rateable value?—Yes.

36,489. So that in many cases landlords have met that by making permanent reductions?—Certainly.

36,490. Then when a permanent reduction is made they can go at once and show the reduction, and get their rates reduced?—Yes. That, no doubt, is an evil in the system which I have adopted, that is, of giving casual abatements, because I do not think in any case where I have given abatements in that way that the tenants have availed themselves of it, or had any concession made to them on account of the rate.

36,491. I think you say that there ought to be more cottages throughout the district generally?—I do, strongly.

36,492. Do you think that would have a tendency to settle more labour upon the land permanently?—I think it would.

36,493. Do you consider that more labour might be profitably employed upon the land?—Yes, certainly.

36,494. That the land would carry more labour, in fact?—Yes.

36,495. Do you approve of the Agricultural Holdings Act as it now stands, Mr. Lawrence?—I am sorry to say I have never had any

Mr. *Grove*—continued.

experience of it or acted upon it. I have spoken to one or two persons who have had some little experience. They seem to think it is a fair Act upon the whole.

36,496. Then you spoke of the arrangements between the outgoing and incoming tenant. I think we have heard that some landlords will not admit the new tenant until he has made a fair and equitable arrangement with the old tenant. Do you go as far as that?—No, indeed I do not.

36,497. You let them agree amongst themselves?—I have never had the slightest difficulty in any case. As I said before, I never gave notice to a tenant in my life up to the present moment, but I have had tenants who, by reason of some circumstances, have changed their holdings, and the transaction has been carried out between the incoming tenant and the outgoing tenant, and I have never interfered at all.

36,498. Without any reference to you at all?—Yes.

36,499. Do you know whether there are any field experiments with reference to seeds and fertilisers and so on being carried out in your neighbourhood? I suppose there is nothing of that sort just at present?—Well, I assure you that the tenants within a range of some 16 or 18 miles of this place are about as intelligent men as you can possibly meet with, and in all their business transactions they conduct themselves with as much skill and attention as any persons in commercial matters do.

36,500. Now just take one point. Some little time ago when there was such a quantity of acorns on the trees—last autumn—the Board of Agriculture, as you know, perhaps, issued a caution to the farmers of the country to keep their cattle out of those fields and make proper arrangements. I know a farmer within two miles of where you live who lost five of his best cattle. That does not show very much care, does it?—Well, you see, that was an extraordinary year. I have never known such an occurrence before in the whole of my lifetime, which is more lengthened than that of the majority of people. I have never known such an occurrence in my life before to equal the crop of acorns last year. There is no doubt, as a rule, the crop of acorns has been considered a very valuable one for feeding pigs, and I have known instances where pigs have been sent out very lean, and probably never appeared again until they come out in very good flesh and make very good bacon; they go into the covers and live entirely upon the acorns. But I have known no instance in my experience, until last year, of animals having suffered from eating acorns.

36,501. Last week we heard of an instance where a man lost three or four very fine cows—young cattle, two or three years old, of course?—Yes.

36,502. The Board of Agriculture are continually issuing leaflets containing valuable information for the farmers. Naturally it is no good having a Board of Agriculture unless they do some good. They issued one leaflet last summer giving 20 different ways in which catch-crops might be raised pretty soon, giving suggestions of that sort. How would you suggest that we, say, as a county council, should issue those to the farmers? Are we to print them in a small form, and send them broadcast through the country by the police? What would be a good way to do?—It is a very difficult thing. I remember in my early days when a newspaper was a very rare thing; but in the present day newspapers have got so cheap, and all sorts of useful publications are circulated, so that, as a rule, I do not see how things in that respect could be materially improved.

Mr. *Grove*—continued.

36,503. I think, touching this question of acorns, I mentioned it to the county council, and the farmers present said, "Oh, but the "farmers are very intelligent, and they will take "very good care of themselves." The next I heard was that a farmer who was quite as intelligent as the rest had lost some of his best cows?—Yes.

36,504. Is there much sub-letting amongst tenant farmers, do you think?—No, I think not, as a rule. I do not think any landlord would submit to it very readily.

36,505. What is your view as to growing more fruit in the county? Do you think that that would tend to help the farmers at all?—In a climate such as ours, so extremely variable, I do not think there is really very much to be got out of that beyond cider growing. Cider, in my opinion, is one of the most useful beverages, and certainly is a beverage of considerable importance to a farmer. I do not think the system of manufacturing cider is a very good one. I believe it is as slovenly a process as can possibly be; but my own impression is that good cider is about the best beverage you can drink, and I think it may be most materially improved. But really beyond the growth of cider fruit, I do not believe that any great improvement can ever be made by that means for the benefit of agriculturists.

36,506. Mr. Grant, the technical instructor for the county——?—Yes, I know him very well.

36,507. He is trying to recommend patches of strawberries here and there. He thinks that might perhaps be suitable?—I quite agree in that.

36,508. And he has recommended the better kinds of apples?—Yes, fruit for the table.

36,509 Yes?—No doubt that is important. I think that is important.

36,510. If that is so, what would be your view, as a landlord, supposing a tenant farmer came to you and said, "I have a field here of "half an acre that I can turn into an orchard." Would you give him the trees?—Most certainly, and I have done so in various instances.

36,511. Would you protect them for him for four or five years, or would you give him the trees only, and let him find the labour and protect them?—I think that would depend very much upon circumstances. No doubt if he could

Mr. *Grove*—continued.

show any reason why one should, I think most landlords would be inclined to meet him.

36,512. No doubt a tree is some years in coming to perfection, and to fruit-bearing?—Yes.

36,513. Do you know anything at all about the county council butter school? Did you go in when it was at Caerleon?—Yes, I looked at it. Anything of that kind is very important indeed, no doubt; but there is one thing of all others in my mind, that is, that there is nothing more important to farmers than housing their animals comfortably, whether it be beasts or horses, pigs or poultry, or anything else. I think if such an institution were established as I am speaking of, where loans could be obtained, it would have a wonderfully good effect upon all farming and agricultural pursuits, because my impression is that it is impossible to produce anything in perfection unless you can keep them comfortable and warm.

36,514. Would you go so far as to say that an animal that is properly housed would live upon less food than an animal that is turned out?—Yes, undoubtedly.

36,515. So that there would be that economy, which is a matter which has been put before us in evidence?—Yes, very great economy.

36,516. Then do you consider the outbuildings of the farmers in the farms in this immediate district you are speaking for are not quite up to the mark, or do you think they are fairly up to the mark?—I must say I think they are defective. They are not so good as I should like to see them. I may tell you I am spending 1,000*l.* this year in new buildings.

36,517. Do you think that the land bears undue burdens, that is, that it bears more burdens than it ought to bear in taxes?—Yes, I do indeed.

36,518. Can you suggest any remedy in that respect?—Land is that description of property that it is impossible to evade any tax connected with it. I have been engaged in trade, as many of us have, and I hold that the land pays a very much larger proportion of every description of charge than trading operations.

36,519. Would you go so far as this, that the question of free trade is a national question?—Quite.

36,520. Agriculture feels that more than any other industry?—Undoubtedly.

36,521. Then do you not think that Imperial help should be given to remove some part of the burden upon the land?—I think it would be very nice if it were possible.

36,522. You think that something in that direction would be reasonable?—I do indeed, but at the same time I hold—I think there is no blinking the question—if you ask what is it that has produced the agricultural depression there can be no earthly doubt that the fact is that it is foreign production, and the foreign competition of wheat, oats, barley, mutton, and all those things, and what I hold is this, that the growth of all those things in this country pays to the army and to the navy for the protection of those foreign importations, and it is for that reason that I hold that all importations here ought to subscribe to that, as well as our own country.

Mr. *Grove*—continued.

Mr. *Seebohm.*

36,523. You have dwelt in this neighbourhood for a long time. You heard the evidence this morning about the fear the tenants have, and that they are under the influence of their landlords?—Yes.

36,524. Did you go along with that, or did you think it was exaggerated?—I am bound to confess I could not, sitting behind, hear the evidence given—I could not catch it all; but I fancy that in some cases there was a little colouring to it, more than one would wish.

36,525. You would say that during the last 50 years there has been a gradual lessening of it, would you not—that it had been growing less and less?—Yes.

36,526. And that the political changes giving the vote and the ballot had really reduced it within a late period?—No doubt, very much indeed.

36,527. Is not the fact that the labourers now have votes as well as the tenant farmers a very strong reason why we should expect that if things were let alone that fear would very soon vanish?—Yes, I am inclined to think so. I do not think it is possible that with any legislation that will keep wheat down at 3*s.* a bushel, any farmer can exist under it. I do not think wheat can be grown at 3*s.* per bushel if the land were free of rent.

Mr. *Grove.*

36,528. If the land were free of rent?—Yes.

36,529. No rent at all?—No rent at all, with the present charges upon it.

Mr. *Seebohm.*

36,530. I am speaking about this fear from political reasons. Do you think that there is any chance of lessening that by legislation in the future?—I do not quite understand the drift of your question.

36,531. What I mean is, in your opinion is there anything more that legislation can do than it has done to prevent interference with the liberty of the tenant as to his vote?—Nothing more than I have suggested. I think it would be an enormous relief to the country at large if a tax were imposed upon all ships, as I have suggested.

36,532. The evidence given this morning was that on, I think it was, the Duke of Beaufort's estate, there was considerable fear on the part of the tenants of their being interfered with by their landlords on account of political action of theirs?—I do not think so; indeed, I do not know a single instance of such a thing. I have said before that I do not believe that there are more independent men in the whole world, or more liberal in their dispositions in every respect than the great landlords of this country. I do not include myself in the great landlords; I am a very small one. But with such men as the Duke of Beaufort,

Mr. *Seebohm*—continued.

Lord Tredegar, Lord Llangattock, the Llanarth estate, the Pontypool estate, and all those men, I do not believe the least notice would be taken of any political movement on the part of their tenants.

Mr. *Grove.*

36,533. Would you go so far as to say that you think that canvassing ought to be made illegal?—Upon my word, I ought not to express an opinion upon that, because I do not understand much about it.

Chairman.

36,534 There is one question handed in by Mr. Vincent: "Have you not a letter concerning "a man named Pritchard, who gave evidence "about your hounds the other day at Newport"?—I have.

36,535. Do you wish to produce it?—If you will kindly allow me to do so, I should like to. I put it into my pocket for the sole purpose. I do not know the man. I never saw him, but he volunteered to send me this letter. (*The witness handed in the letter*).

36,536. This is written by Mr. John H. Scott to John Lawrence, Esquire, Courtybella Farm, Newport, Mon., 15th March 1894: "Dear Sir,— "Having been tenant of the above farm for the "last 25 years, and my wife's father, the late "Moses Scard, for 15 years previous, I was sur- "prised to see in to-day's issue of the 'Western

Chairman—continued.

"Mail,' a man named John Pritchard, who gave "evidence before the Welsh Land Commission "yesterday, described as of Courtybella Farm, "Newport. This party is a mineral guard in the "employ of the Great Western Railway Company, "and simply rents a too-roomed cottage of me, "which was formerly occupied by a labourer "until the farm was curtailed for railway pur- "poses. I am quite satisfied with my landlord, "and only wish we were in sound of 'Tally-ho!' "occasionally. You, as a very old railway "director, must know it is almost impossible "for this party to live at Newport, look after "his employment, and look after the foxes "(under the Beaufort estate) at Llanbaddock. "Trusting you will pardon the liberty I have "taken in writing, I remain, yours respectfully, "JOHN H. SCOTT. P.S.—I have written to the "'Western Mail' to-day"?—I had not the slightest idea when I came into the room that I should be questioned upon this. I knew nothing about it. I never saw the man before in my life, but in consequence of the evidence I gave, I had a letter from a lady, in which she said she was very glad to find I had a fund prepared to satisfy the persons who had suffered from foxes; that she claimed for a brood of turkeys, for three cotswold sheep, and for a three-year old colt; that she had no distinct evidence that the fox had actually disturbed the colt, but that there was distinct evidence that the fox was seen in the field with the colt.

The witness withdrew.

Mr. WILLIAM GRAY called and examined.

Chairman.

36,537. Are you a farmer of Cae Hedydd Farm, Shirenewton?—Yes, I farm my own land.

36,538. What is the acreage of your farm?—About 50 acres.

36,539. Where is it?—It is at Earlswood, in the parish of Shirenewton.

36,540. How far from here?—Six miles.

36,541. What do you want to tell the Commissioners, Mr. Gray?—I wish to state a little of my experience of the unfair, as I consider, grasping by people in the district of land. I bought this farm, well, I might say that I bought some land adjoining the farm. It was two allotments, and I bought it.

36,542. When did you buy it?—I bought it of the owner.

36,543. When?—About three years ago, or four.

36,544. How many acres is that?—About two acres—more than that, about three acres and a half, I think. I cannot exactly state now. I have not the measurement.

36,545. That is near enough?—About two acres and a half, we will say, or three acres.

36,546. Six years ago, was it?—Four years ago. I had title deeds, and the parties had no deed, and there was a declaration prepared and a transfer. We will say a year after I bought it a neighbour came and took possession of it, and there appeared two or three others with

Chairman—continued.

him. They sent for me; I went down; they all shook hands with me very friendly, and one of the parties had a map of the property, that was the vicar. He says to me, "Can you show us "where your land is, Mr. Gray?"

36,547. The vicar said that?—Yes. Not the present vicar, the late vicar of Shirenewton parish.

36,548. A year after you bought it?—A year after I bought it, about.

36,549. What was the name of the late vicar of the parish?—Davies.

36,550. The Reverend Mr. Davies?—Yes.

36,551. He came to see you?—Came and measured out the land.

36,552. Did he bring anybody with him?—Yes, he did.

36,553. How many?—Four or five. It was Mr. Lang, of Cwm, claimed it.

36,554. Did Mr. Lang come too?—Yes, and Major Lowe, of Shirenewton, and the assistant overseer, Thomas Williams, of Gaerllydd. See 36,65

36,555. You bought this land and paid for it?—I bought that land and paid for it. It was two allotments.

36,556. These gentlemen came to see you, and what did they do?—They came first, and the allotments had not been enclosed, and they came and measured each one's allotment, and then they sent for me, and Mr. Lang digged a hole,

Chairman—continued.

or digged a part of the earth—took possession of my land.

36,557. Major Lowe took possession of the land?—No, Mr. Lang, in company with others.

36,558. What did he do to take possession?—He digged a small hole. I saw the place where they digged.

36,559. He claimed the place as being his by digging a hole?—He claimed my land.

36,560. What did you do then?—They sent for me and, as I stated, they all shook hands with me friendly, and then the vicar opened a map, a map that Mr. Lang, I was told, had prepared specially for himself.

36,561. Had the vicar got this map?—Yes, the vicar had it in his hand, a map of the land.

36,562. What did he do then?—He asked me if I could point out my land on the map.

36,563. On his map?—Yes, on his map. I did so: "Here it is," I said. "Yes," the vicar says, "it is Mr. Lang's."

36,564. What had the vicar got to do with it? Was he a relation, or what?—Nothing whatever, I should think he was merely there as company. "Yes," he said, "it is Mr. Lang's." I looked at him in the face, put my two hands on his shoulder, and said, "If the clergy cannot make "the people fair and do what is right, what "good are they—take and blow it all up." Mr. Lang turns round to the others, and says, "This "is a low fellow; he must be put down." I forget just at the moment what he said, "he must be put "down," yes, that was his word. Mr. Lang said to me, "I have bought the land, and it is in "my deed, and I will have it. I will spend "hundreds of pounds, and to-morrow you shall "have a letter from my lawyer." The day after the morrow I had a letter from his solicitors in Newport, stating that I was not to interfere, that they had pointed it out by their client, Mr. Lang, yesterday, and I was not to interfere with his estate or land—with his estate, I believe it was—upon any conditions whatever, and that if I did, proceedings would be taken against me at once. I went to a solicitor. I knew that he had not bought the land. He told me he had bought it, and that it was in his deed. I knew it was an untruth, for I had talked to the man that he had bought land of, and it was not in his deed at all, and this man did not know anything about this land that I had bought. I went to the lawyer that he had bought the land of, and he told me that it was not in his deed; he had an abstract of the deed, and that he had not the slightest claim to it. He claimed the other piece that I had bought of another man. Then I hurdled the land out at once, and nothing could be done. Last summer Mr. Lowe——

36,565. Who is Mr. Lowe?—Mr. Lowe, of Shirenewton—I believe Mr. Lowe is here now. I wish to tell the truth. I do not see why people should be annoyed in this sort of way and it not be known.

36,566. What is the name of the other gentleman? Last summer you said Mr. Lowe——?—Mr. Lowe put a man to cut the fern on my land,

Chairman—continued.

and they took some of it away, and when I heard of it I went and took the remainder. Then I had a letter in a few days, a registered letter, from Mr. Lowe, to tell me that if I did not bring the fern to their residence—I believe it was in two days—legal proceedings would be taken against me. Of course, I took no notice of it.

36,567. You have not got all these letters, have you?—I have not got them with me

36,568. You have them at home?—I have them at home.

36,569. A registered letter came from Mr. Lowe telling you that if you did not give up the fern you would be prosecuted?—It was stating that they understood I had been taking some fern off their estate, or something of that sort, and if I did not bring it back——

36,570. Then legal proceedings would be taken if it was not given back?—Legal proceedings would be taken at once. I took no notice of it—of course not—I was only on my own land, and it was my own land that I have title deeds for, and a declaration. I bought this property up in Shirenewton, and after we had been living there about——

36,571. This is another property now?—This is another property.

36,572. Then you bought some adjoining property?—Yes, two allotments they were.

36,573. What year was that in, do you remember?—In the year 1877 or 1878.

36,574. You bought two more allotments?—No, I bought the farm that I now live in. It is very difficult to get a little place—a small farm.

36,575. Let us keep to that. You bought the farm you now live in, in what year?—In the year 1877 or 1878, I think. After we had been living there about two years we had a demand from the Tredegar family claiming 12*l.* for rent.

36,576. Whom did you buy it of?—I bought it of Mr. Lawrence—Mr. Lawrence's brother, that has just given evidence.

36,577. He was the auctioneer?—No, it was his own property. I bought it of Mr. George Lawrence.

36,578. After two years a demand was made by the Tredegar family?—By the Tredegar agents, of 12*l.* for rent. It is freehold property. All the property is signed over by the Commissioners that were sent down to carry out the Enclosures Act of 1849, all but one field that the house was in, and that was signed over by the guardians. It is all freehold—freehold title on the deeds.

36,579. After two years, demand was made by the Tredegar agents for 12*l.* rent, though you say the property is freehold?—The property was freehold, but there were two pieces behind the house, and I thought one of those pieces might have been Lord Tredegar's, I rather thought it was, and I went to them to talk about it.

36,580. How big was this bit of land that you thought was Lord Tredegar's?—About two acres.

36,581. How big is the whole of the property that you bought?—The whole property is 48

Chairman—continued.

acres that we bought first all the farm—about 48 acres. I have bought some since in addition to that.

36,582. We will come to that presently. You thought that two acres at the back of the house might be Lord Tredegar's?—Yes, but not quite up to the house. I was told that it was bad, but others told me again that it was not. They claimed, first of all, rent for this lower piece.

36,583. What happened then?—I had several interviews with him. I wanted to buy it. I did not want to dispute; I would rather buy than I would have any dispute. I went down to see them to try to buy, and I had forgotten everything at the time. I was very busy, and my mind was taken up with the farm, and I gave them a cheque. They kept pushing the account to me—they would not sell then. They kept pushing the account, and I said, "Why "should we pay, we have not been there but "three years?" Then they said, "Well, how "much will you pay—how much will you pay?" I did not know how to get out from that, and I gave them a cheque, I think it was for 5*l.* 5*s.*

36,584. To square it?—And I thought if it was wrong I could stop the cheque, and I did stop the cheque at once—the payment.

36,585. I do not quite understand you. You gave a cheque for 5*l.* 5*s.* to square the matter?—Yes, I thought I was paying for the bottom piece. There are two pieces there, but they got it in the account both pieces.

36,586. Then you stopped the cheque?—Then I stopped the cheque, and I went to a solicitor, and he told me that I had done wrong, that he thought they could not claim it, and he saw them and tried to arrange the matter, but they had put me in the County Court then. They sued me in the County Court for the amount of the cheque, and I was obliged to pay it, and they have sent me one or two lawyer's letters since, and I have been obliged to pay ever since. The man I bought the farm off never paid them anything for the piece behind the house, but the one who owned before him, I have been told, did pay them something. It is the unfair grasping of land.

36,587. Have you to pay 12*l.* now?—I have to pay for what I paid then. This land is part of Earlswood Common.

36,588. What do you pay now a year?—1*l.* 15*s.* a year, much more than the land is worth.

36,589. Then you did not pay the 5*l.* 5*s.*, did you?—I was obliged to pay it.

36,590. You paid 5*l.* 5*s.* first?—Yes.

36,591. You paid 5*l.* 5*s.* when sued in the County Court, and you pay 1*l.* 15*s.* a year now?—I pay continually now. They send me a lawyer's letter if I do not. I think they cannot claim it; they have no right. Lord Tredegar, the Tredegar family, in fact, I do not believe have any manor at all in the place. As soon as they get my cheque the lawyer comes into the room and says: "There is three and fourpence a year for you to "pay as manorial rights."

36,592. You pay 1*l.* 15*s.* a year?—Yes.

36,593. Then besides that have you to pay anything else?—No. They tried to influence me unfairly, I consider—to make me pay three and fourpence a year as manorial rights to the

Chairman—continued.

Tredegar family, when the property was freehold and freehold title on the deeds.

36,594. That you refused to pay?—That I refused to pay, and they wanted me to sign and pay, and that I refused, and they told me if I did not pay they could claim it by law.

36,595. And have they claimed it by law?—How can they? They knew they could not, but it is the unfair grasping of land. Lord Tredegar owns 100,000 acres, and yet they want to grasp more. I must state that on the whole Lord Tredegar's agents have been quite civil to me.

36,596. Have you ever written to Lord Tredegar about this?—No, never.

36,597. Had you not better write to him direct?—I have written to the agent.

36,598. Ah! write to Lord Tredegar himself?—I was told he would not listen to me—he would refer it to his agents. I was told so. I have paid them now more than the land is worth.

Mr. *Grove.*

36,599. He would ask his agents to look into it, and report on the case to him. There is the advantage of writing to him direct?—I see. That is true. It is very important that this land should be owned by the house, as it is a very exposed place, and I wanted to plant it with fir trees—with trees for shelter for the house.

Chairman.

36,600. I think we quite understand. Is there anything else you wish to mention?—Yes; there is a lot that could be stated, how the people in this district and in that parish have been unfairly influenced to sign over their holdings to others. There are several instances where Mr. Hall, the vicar, they say, had his children's names put in a deed preventing the holders of the properties from carrying out their rights of putting names in, who they wished to succeed them. He was made lord of the manor, and I was talking only yesterday to two parties that he has property of—the family has property of theirs. There is one place they never paid any rent for till Mr. Hall came and took possession. See 36,619

36,601. What is the name of that place, and who lives there, do you know?—Yes, it is one of the Waters'. I forget now the Christian name. They never paid any rent, and now they charge 10*l.* a year.

36,602. Up to what time did they pay no rent?—They have now paid, they say, seven years to Mr. Hall's family.

36,603. And now they have been charged rent?—10*l.* a year. They have to pay it to Mr. Hall's relative, I think it was his brother—no, it was not his brother.

36,604. How long have they been on that land without paying any rent?—Well, the woman—the wife—was born there, and she is about 50 years of age. I believe she was born there.

36,605. And has there been no acknowledgment paid?—There has been no acknowledgment paid to any one.

36,606. Are you perfectly certain of that?—I am perfectly certain of that. That is what they tell me.

Mr. *F. Evans:* I can explain all this.

Chairman.

Presently you may do so.

Witness.

Yes. They have told me that Mr. Evans, the lawyer, got a relative of theirs, and Mr. Hall picked up this relative off the road, and took him and treated him with a dinner, and gave him half a crown, and then put him to sign something—I do not know what it was—and when the man died, Mr. Hall went there and took possession of the place, and now makes them pay 12*l.* a year. Mr. Hall took this relative off the road, and took him to his residence, I think, and gave him a good dinner, and gave him half a crown, and then asked him to sign something that Mr. Evans, I believe, had prepared, so they say. The people are ignorant; they cannot read or write, and there are some others as well—this is not the only case by many.

36,607. Do you know of another specific case?—Yes, I could hunt up several. There is a good deal of dissatisfaction there in the parish, although they are obliged to keep quiet.

36,608. Do you consider that they are afraid to come forward?—Yes, they are afraid to come forward, my Lord.

36,609. For what reason are they afraid to come forward?—Well, they say that they do not know what they will want. That is the answer they made to me yesterday. They say they are poor, and they do not know what they would want, and therefore they think that they would be marked probably by those that are above them.

36,610. Then do you agree with the last witness who told us that there was no intimidation of any sort or kind as regards landlords?—Oh, bless you, yes, there is considerable intimidation. When there is an election they get their friends to go round—paid friends, very probably—to go round canvassing, I cannot say unfairly,

Witness—continued.

and influence the people to vote certain, as they did last election. There was a certain person in the parish told a friend of mine that he knew——

36,611. We cannot have anonymous statements. Can you give the name of the person?—Yes, Thomas Williams, Gaerllwyd, the assistant overseer. He went to every voter in the parish, I do believe, and he told a friend of mine that he knew how every one in the parish was going to vote but him, and he gave him a good reprimanding. (The witness subsequently wrote to the secretary stating that he was in error in making this statement, and that he had misunderstood the effect of the conversation referred to. Secretary.) See 36,626.

36,612. Did he come to you?—No, he did not come to ask me about voting.

36,613. Is that all that you wish to say?—Well, there is very much that I could say. There was an Act passed in 1849 to enclose all these places. Here is one of the deeds. (*The witness produced deed.*) It was a considerable loss to farmers. Hundreds of people, I should think, have lost heavily by that Act being passed.

36,614. What does this deed relate to?—That is a piece of land that I bought—one of my deeds.

36,615. I do not think we can go into enclosures of commons. I think that will be as much evidence as we shall want this afternoon from you. We are much obliged to you for your evidence, and for coming forward and giving it in such an open way?—I should like to add that I have had experience in various ways, and it is my experience that every man should farm his own land, and there should be an Agricultural Board in every parish, and if a man did not improve his land and farm it properly, he must sell out and let another try. I am positively certain that there are thousands of people who would get land, and most willingly, if they could, by special lots to suit them, and we would have nearly three times the produce. I know my land will produce three times as much now as when I bought it.

The witness withdrew.

Re-examined 36,643, 36,668.

Mr. Henry Clay called and examined.

Chairman.

See 36,131.

36,616. Where do you live?—Piercefield Park, Chepstow. I am the chairman of the Assessment Committee at Chepstow, and also a pretty regular attendant as a Commissioner of Taxes, and I was very much surprised to hear, I must say, this morning from one of the witnesses, the first or second I think, that on account of his known politics, it was no use for him to appeal to the Assessment Committee because we took no notice of it. Now, it seems hardly likely that that would be so, and I need not, I am sure, say more than a word on the subject. Even supposing that we did not listen to him on account of his politics, he knows perfectly well that there are several places where he could go and appeal. But it is hardly likely, in fact I can state of my own knowledge that it is utterly untrue that we take the very slightest notice

Chairman—continued.

whatever of politics; in fact, I did not know Mr. Pugh or his politics, and I think that would probably be the same with most of the Assessment Committee. What holds good, I think, with the Assessment Committee would be equally true of the Income Tax Commissioners. It is hardly likely that anyone can believe that because a man is of certain politics they would keep his assessment up above what it ought to be. That is, I think, all I wish to state. If it had only been for myself I should not have thought it worth while, but I represent, I may say, the Assessment Committee, and to a certain extent the Income Tax Commissioners also.

36,617. You wish distinctly to rebut the statement?—Certainly, as distinctly and as plainly as it is possible for anything to be rebutted.

Mr. *Grove.*

36,618. You say that the action of both those committees is entirely unaffected by any consideration of politics?—Certainly, entirely. We do not know their politics, and, if we did, we should take no notice whatever.

Mr. *Grove*—continued.

The witness withdrew.

Mr. Fothergill Evans called and examined.

Chairman.

See 36,600. 36,619. You are a solicitor practising at Chepstow?—Yes. I am steward of the Manor of Shirenewton, which is an ecclesiastical manor, and it is within my knowledge that a former vicar of the parish, the Reverend Chas. Rankin Hall bought an interest of a family to which Mr. Gray has alluded. He bought it perfectly fair and square, and the actual value was paid. Anyone who knows the late Mr. Hall, or who has ever heard of him, would know that he would not do any such action as Mr. Gray has mistakenly imputed to him.

36,620. Was that the Reverend Mr. Davies? No, my Lord, the Reverend Chas. Rankin Hall, a vicar before Mr. Davies.

36,621. The Reverend Mr. Davies came afterwards?—I do not know anything about that transaction. Mr. Gray says that Mr. Hall went to some poor persons and induced them to sign a document prepared by the firm to which I belong, in order, I presume, that the land may have been acquired by him for less than its value. I say, my Lord, and I can prove it, that Mr. Hall paid a perfectly fair value for what he bought from those people. The late Reverend Charles Rankin Hall (he was a brother of the late Lord Llanover) paid a perfectly fair value for the interest that he bought in that property.

36,622. Whom did he buy it of, do you know?—I think he bought it from the family of Waters, my Lord. Mr. Gray is mistaken in that, and in several other points of his evidence.

36,623. What else is he mistaken in?—In regard to the influence that is said to be brought to bear in the parish, that influence exists only in the imagination of Mr. Gray. There is no improper influence in the Parish of Shirenewton, either on the part of the vicar or of any persons in the parish that I am aware of.

36,624. So far as you know there is no undue influence?—Certainly not, my Lord.

36,625. Is there anything more you wish to state?—I think not. The other facts to which Mr. Gray has alluded are not within my knowledge.

Mr. *Grove.*

See 36,611. 36,626. Do you know Mr. Thomas Williams, the assistant overseer?—I do.

36,627. Do you think it is probable he would go round and ask people how they were going to vote?—I think it is extremely probable that Mr. Thomas Williams acted as many other persons would on the eve of an election, and nothing more.

Mr. *Grove*—continued.

36,628. That it would be a matter of conversation?—Yes.

Chairman.

36,629. What do you mean by "acted as "many other persons would on the eve of an "election"?—I mean, my Lord, taking an active part on one side or the other. Mr. Thomas Williams, to my knowledge, is a Conservative, and he is experienced in electioneering matters, having assisted at many elections on the Conservative side, and I never knew him to do an unfair thing either by threatening or influencing any person to abstain from voting. The election in this part of the country is fought out with the best good temper, and with perfectly fair play on both sides, as far as I know. I am Conservative agent for one district here.

36,630. Then do you go so far as to say that you are perfectly positive that Mr. Williams has never asked anybody which way he is going to vote?—Oh, no, I do not say that. Mr. Gray represents that Mr. Thomas Williams brought his character as assistant overseer to bear upon the political aspect. I say, my Lord, that is not so.

36,631. I did not understand him to go so far as that?—That is the implication, my Lord.

36,632. What I understood him to say was that, being assistant overseer, he took an active part in the election, and that he asked people which way they were going to vote, and that he told them the ballot was not secret. Are you prepared to rebut that?—I do not believe he said anything of the kind.

36,633. You do not know?—I do not know what Mr. Williams did say, but I do not believe it.

36,634. You do not?—I do not, and I form my judgment from this fact, that Mr. Williams is experienced in electioneering matters, and he has been through many elections before now, and no charge has ever been made against him before. He is a person trusted by the Conservative party, and, as I say, the election is fought out here, and, indeed, all surrounding Chepstow, with the best good temper on both sides; we have not a cross word—last election was specially so—and with a spirit of fair play.

36,635. Do you say that so far as you think he would not have said so?—I do not believe he did say so.

36,636. You go so far as to say you do not believe he did say it?—I, of course, cannot pledge my word that he did not say so, but I do not believe he did say so.

Mr. *Grove.*

36,637. Do you think he is an intelligent man who would understand distinctly that the ballot was secret?—Of course he knows as well as you and I do that it is secret.

Mr. *Seebohm.*

36,638. May I ask a question. Seeing that there is a feeling of something like undue influence, do you not think it is not a very wise step for either party to employ a paid officer of that kind?—I think it would be better that all public officers of that kind should be perfectly independent of both sides, if I am asked the question.

36,639. I quite understand that he would be appointed because of his knowledge of everybody, rather than from perhaps political reasons?—Quite so.

Mr. *Seebohm*—continued.

36,640. But then it would give one side rather the advantage over the other to get hold of a public officer who had that knowledge?—But both sides have an equal chance, and I could instance assistant overseers on the other side who take an active part, and of whom we do not complain. I quite agree, if I am asked the question, that it would be better not to employ paid officers.

Chairman.

36,641. It is a common custom in this part of the country for officers holding public positions to take an active part in elections?—It is so.

36,642. Is there anything else you wish to say?—No, my Lord.

The witness withdrew.

Mr. William Gray recalled and further examined.

Chairman.

See 36,615.

36,643. I think you wish to hand in a note about the Enclosure Act?—Yes. This is the statement. "The Enclosure Act of 1849 or 1850 "enclosed the following commons: Caldicot "Moor, Roggeit Moor, Ben-acre Common, Sea, "Earlswood, Mynydd Bach and Cwm Wood, "situate in the several parishes of Caldicot, "Shirenewton, Undy, Llanvihangel, and Roggeit "in the county of Monmouth. The Commissioners' names that were appointed to carry "out the Act were William Blamire and George "Darby." Then. I wish to say something about how Mr. Williams has grasped land off me.

36,644. Do you want to say anything in rebutting that gentleman's evidence?—Yes, I might say a little.

36,645. What have you got to say?—After I had been up there on that farm, there were about six or eight different owners owning small allotments adjoining our farm. One was particularly pressing me to buy his lot. They were asking me to buy their lots. It was no good to them as it was enclosed. One day Mr. Williams, of Caerllwyd, the overseer, was going along the property with a gun. I went down to

Chairman—continued.

ask him some particulars about the land, as I was a stranger——

36,646. I only want you to rebut anything the last witness has said. This is another story altogether?—Mr. Williams got over me and got some common from me. He would get over anyone, Williams will, so they tell me.

36,647. I want to know if you want to contradict anything that that gentleman said?—I have only to say what I have been told. Mr. Williams did go and ask people how they were going to vote, and try to get to know how they were going to vote, and he told my friend that he knew how everyone in the district was going to vote but him; he was a Cardiff man.

36,648. Do you still repeat that statement?—Yes, I still repeat that this person told me, and I knew ——.

36,649. Never mind. Do you repeat your statement that he told your friend that he knew that the ballot was not secret?—Oh, no.

36,650. You withdraw that?—He told my friend that he knew how everyone was going to vote but him.

36,651. Then I misunderstood you?—That is how it was, my Lord.

The witness withdrew.

Mr. Hugh P. Lowe, called and examined.

Re-examined 36,668.

Chairman.

See 36,554.

36,652. Where do you live?—I live with my father at Shirenewton Hall. I manage my father's affairs at the present time.

36,653. How far is Shirenewton?—That is about four miles from here; but where Mr. Gray lives is three miles further on still; in the same parish.

36,654. Do you want to contradict anything that Mr. Gray has said?—Yes. He mentioned about Major Lowe going with the late rector, Mr. Davies, and Mr. Lang and some others, I think he said about four years ago. Well, my

Chairman—continued.

late brother died in May 1888, and he had been too ill to go anywhere near there for 18 months before that. If the date Mr. Gray gives is correct it could not have been my brother. But I think I can explain more what Mr. Gray says. About 1883, my father bought some property adjoining to where we live, from a charity at Usk, and this property also had connected with it a piece of common which had been allotted to it at the enclosure. This common had been, I believe, originally marked out with grips, but which were pretty well obliterated. At the time of the

Chairman—continued.

purchase I remember that Mr. Gustard, who was a solicitor and the clerk of the peace, pointed out to my father and my brother with the allotment map on the main road where our boundary joined to the land which Mr. Gray, I think, had. I do not know whether Mr. Gray had bought the land at that time, or whether it was just after, but he pointed out to my father and my brother where the boundary came on to the road. At that spot a boundary stone was placed in, I should think, about the year 1884. Some time after Mr. Gray, I know, had the adjoining property—it is all rough common land—and he put up hurdles coming on to our piece about the width of this room. I am not certain, but I think at one time my brother had these hurdles removed. Two years ago
See 36,668.
the boundary stone disappeared at night. Mr. Gray having told me previously that we had got his land, and that the stone would have to be removed, the stone disappeared. Last year fodder being scarce, I sent up some men to cut the fern on this piece of common. Mr. Gray, as he now tells us—we did not know for certain, we only supposed it was him—removed part of the fern which we had cut whilst we had left it to dry before gathering it for fodder; Mr. Gray removed it. I think Mr. Gray bought rather more land than the people who sold it to him had to give; that is always understood in the parish—that he got that land without deeds. Of course, ours was all marked on the enclosure, because we bought from the original persons to whom it was allotted. Mr. Gray's, I believe, had changed hands once or twice.

36,655. Then the dispute between you is as to a piece of land about the size of this room, is it?—Yes, a narrow strip of land running to nothing.

36,656. Between the two properties?—Yes. Mr. Gray says that the part he has bought goes on to our land. I may say that ours has not been sufficiently valuable for us to enclose any of it.

Mr. *Grove.*

36,657. I was going to ask you that question, whether you had fenced the land at all in any way?—Well, there is some property of my late brother's, I think, that comes on one side, and the road forms on another side; it is really almost three sides, for it runs up to the wall of Mr. Gray's farm at the top, running out almost to nothing. I think I may say, as a resident in the parish, that Mr. Gray is quite wrong in saying that there is intimidation or anything at election times, and that Mr. Williams is not a paid servant, as I understood your Lordship to think he was.

Mr. *Grove*—continued.

Chairman.

36,658. He is not a paid servant, do you say?—No, he is a voluntary worker.

Mr. *Grove.*

36,659. You mean Mr. Thomas Williams, the assistant overseer?—Yes. He is an enthusiastic politician, as a great many of us are.

Chairman.

36,660. But he is a public servant?—I understood your Lordship to understand that Mr. Gray said that he was paid for his services.

36,661. Oh, no. He is only an enthusiastic politician?—Mr. Gray said something about friends assisting at elections, whom he believed to be paid; so I gathered.

36,662. I understood him to say that he was an enthusiastic party man, and at the same time a public official?—That is very common all round here. Take the whole of Monmouthshire, and you will find that in many cases.

Mr. *Grove.*

36,663. Is Mr. Gray supposed to be a Liberal; do you know anything about his politics?—I do not think there is much supposition about it, from what I hear. I hear Mr. Gray talking politics every time I meet him.

36,664. He is an enthusiastic man on the Liberal side?—Undoubtedly he is.

36,665. And you are enthusiastic on the Conservative side, I think I may say?—Yes, I believe I am.

36,666. Is it not possible that he may hear of cases of intimidation that would not by any chance come to your knowledge?—He might do.

The witness withdrew.

Chairman.

Are there any other witnesses in Monmouthshire who would like to be called?

Mr. *Pugh.*

I should like to make a short explanation as to what Mr. Clay said.

Mr. Thos. Lewis Pugh re-called and further examined.

Chairman.

See 36,131, 36,616.
36,667. What do you wish to say?—Simply to say that I did not know of any other authority that I could appeal to beside the Assessment Committee. I understood Mr. Clay

Chairman—continued.

to say that I should know that there was some other authority that I might have appealed to. I never knew of any other.

Mr. *Grove.*

I apprehend that Mr. Clay meant that you might commence legal proceedings against some one.

Mr. *Clay.*

Or that he might have appealed to the Quarter Sessions.

Witness.

That would be a very expensive matter.

Mr. *Grove.*

That would be a very expensive process; but you know of no authority that he could have appealed to without expending money?

Mr. *Clay.*

No, of course; but he could have gone to Quarter Sessions.

The witness withdrew.

Mr. Wm. Gray recalled and further examined.

Witness.

36,668. I wish to say a few words in reference to what Mr. Lowe has said. It is incorrect. It is quite true that Mr. Lowe's father, or Major Lowe, owned a piece of the common adjoining mine, and when Mr. Lang and the others came to take possession of my land, they measured out everyone's lot by the map, and Mr. Lowe's brother, Major Lowe, had fixed a stone claiming about perhaps three quarters of an acre of my land. I told Mr. Lowe—I cut it short when I gave my evidence; I did not want to detain you too long—I told Mr. Lowe that they must remove this stone. I told them more than once that if they did not remove it, I would remove it. Mr. Lowe, senior, told me that it was all right, and if I would remove it, it would be at my peril, and they had got a man coming down from London to measure the land, and it would cost me 50*l.* That is the real words he said.

See 36,654.

Chairman.

36,668*a*. What, to measure the land?—Or something like that; that they had a man coming down from London; that he had written that day. They tried to frighten me, my Lord, and that is how they have done in this parish.

Chairman—continued.

36,669. You were not frightened, and you removed the stone?—I was not frightened to move it. I did move it, and I put it where they themselves had marked as the boundary, and I hurdled it out afterwards. I only hurdled out my own land. I did not take a foot of anyone else's.

36,670. The stone was in the wrong place according to your opinion and you removed it?—They put a stone at random; they fixed it on my land, and they knew it,—I believe they knew it, and Major Lowe told me that he would move it, and I told him he need not be in a hurry. That was before he died, and they never moved it and would not move it until I moved it. I consider it unfair that people should try to take other people's property.

The witness withdrew.

Chairman.

Are there any more witnesses from Monmouthshire? (*No response.*) The next sitting of the Commission will be at Llanelly in Carmarthenshire, on Monday the 16th day of April, at 10.30 a.m. The sittings in Monmouthshire are closed.

APPENDIX.

Handed in by Mr. T. Prichard at Llangefni on the 24th Day. Question 19,713.

BODORGAN ESTATE SALES.—COMPENSATION paid to TENANTS.

	£ s. d.	£ s. d.
1886.		
Owen Jones, Penpadrig	30 0 0	
William Hughes, Cae Brenin	32 0 0	
R. Williams, Llanfeirig	2 10 0	
William Jones, Hendafern	25 0 0	
John Griffith, Allwenddu	50 0 0	
Elizabeth Jones, Tan y bwlch	5 0 0	
Richard Roberts, Caerfontin	25 0 0	
Henry Thomas, Parc y Sais	7 10 0	
Hugh Roberts, Pont y pandy	120 0 0	
Edward Hughes, Tyddynbach	30 0 0	
Owen Williams, Tyddyn Sergeant	15 0 0	
		342 0 0
1889.		
David Jones, Tygwyn	300 0 0	
John Williams, Melintraeth	32 8 0	
William Thomas, Tynewydd	75 0 0	
Henry Jones, Caegwyn	3 2 6	
Elizabeth Jones, Pant y Saer	10 0 0	
Hugh Jones, Pen y bonc	40 0 0	
John Jones, Sgyborfadog	100 0 0	
John Thomas, Maesphilyp	80 0 0	
William Owen, Pen y Graig	50 0 0	
William Ellis, Ynys	10 0 0	
Grace Williams, Tycoch	25 0 0	
John Jones, Tyn y gamdda	35 0 0	
Robert Jones, Tyddyntroya	35 0 0	
		795 10 6
1890.		
E. Jones, Pentowyn	10 0 0	
D. Hughes, Llechi	11 10 0	
William Griffiths, Tybach	10 12 6	
		32 2 6
£	1,169 13 0	

Translations of Extracts from Welsh Newspapers.
Handed in by Mr. T. Prichard at Llangefni (24th Day). Questions 19,478 *and* 20,187.

COPY TRANSLATION.

"Genedl," February 7th, 1893.

LETTER II.

Extract.

* * * *

What if we had the history of the bawdy houses of London and of Paris, and the gambling dens of Monte Carlo! What number of the Lords I wonder patronise these vile places? Not a shilling is spent therein but what some honest and diligent labourer has been sweating to produce. There was a time when things were different. It is said that the word lord means the giver of a loaf; duke means leader; in former days the earls led the soldiers to battle, and administered the laws in time of peace.

The Lords "did" something better than "scaring game" then. They worked, and so were part of society. By this time they do nothing but spend and spoil, sin, and corrupt, and society would not be the loser if they ceased to exist. It would be strange without the shoemakers and tailors; and how awkward it would be without the shopkeeper, the joiner, the sailor, and the miller. But it would be an inexpressible blessing if we were to get rid of the Lords. There would be no shadow of loss after them, and it would be a great gain to all who earn their living in an honest and honourable manner.

What then is the inference we draw from these facts? Well, the question that suggests itself to the mind is this, does the keeping of this useless and unproductive class answer any good end? As a rule we don't keep anything or anybody unless we derive some benefit from them. We keep the police and the soldiers because they defend us from thieves and enemies. We keep the preachers because they teach us religion and morality. But what service do the Lords render us? None whatever. Instead, they destroy our wealth, corrupt our morals, and oppress us in every way. Are they worth keeping then? If not, annihilate them, and restore the land to the nation. Do away with individual ownership in land, and give it again, as it was in the beginning, to the Government, to be used for the benefit of the nation generally.

* * * *

COPY TRANSLATION.

"Genedl," February 14th, 1893.

LETTER III.

Extract.

SIR,—I have not quite finished with the Lords yet. Indeed I have only just begun. I should like my readers to pay special note to the question: Are the Lords worth keeping? Can the country afford to keep them without harming itself? If we cannot go on without the Lords, if we must have them, then it can't be helped, we can only "grin and bear it," as the Englishman says. But I for one secretly believe somehow we can do fairly well without the Lords; indeed, it would be an infinite blessing for us to get rid of them. It appears to me that we can't afford to keep them, that they cost us too much. I have shown that they produce nothing, but that they waste the fruit of the toil of the diligent, the honest, and the provident on racehorses, social display, and harlots. I doubt whether there is any other class in the country as corrupt and polluted as they are, and setting such low price on religion and morality.

But besides being useless and immoral, spending money on horses and harlots, they are merciless tyrants. They cruelly oppress those that work hard to keep them. This doubles and trebles their sin. Besides going to the workman's pocket to steal his money, they enter his head and heart to rule his religion and his politics. They say to their tenants, you must believe the same things as we do in politics, and profess the same religion, and woe betide you if you don't do this. Have we not a bitter experience of this in Wales? But I will leave Wales now, hoping to return to this section of the subject sometime again.

COPY TRANSLATION.

The "Baner, February 15th, 1893, page 8, column 3.

"*Farmers not joining the Farmers' Union.*"

Our correspondent who sends us the "Notes from Merioneth" makes a remark about the farmers of the vale of Ardudwy, and we think that it is applicable to the brotherhood throughout the Principality. An union was formed in this division, but what number of the farmers have joined it? Only 19. As the correspondent says, "this is only child's play!" The number ought to have been at least a few scores. The reason he gives for this is "lack of confidence in one another." It's a pity to think that this is only too true of many a vale besides the vale of Ardudwy, and of many a county besides the county of Merioneth.

COPY TRANSLATION.

"Genedl," February 21st, 1893.

LETTER IV.

Extract.

* * * *

The Principality is not enjoyable enough for the Lords to live in. They have palaces here, but these are empty for the most part of the year. Somewhere in the vicinity of the racing horses, and the houses of the harlots the lords like to live, so that they might enjoy themselves in a way becoming to their situation.

Carousal and pleasure are the chief items, and the money of Wales is spent in foreign countries upon every excess and ungodliness. The Lords impoverish the land, and carry our wealth to other countries.

Look at the perplexed farmer and the poor labourer; they work diligently early and late, they are industrious and provident to earn bread for themselves and their children! their mode of life is simple, and they know but little of pleasures and luxuries. They produce much wealth but they shall not enjoy it. A vast portion of it is taken from them by aliens, who spend it on pleasures somewhere far away from Wales.

If a corner of the curtain was raised we should see sights that would make our hair to stand on end and our blood to boil in our veins with rage. See this lordling in the midst of racehorses, look at the other swaggering in the gaudy rooms of the West of London, see the third amidst the harlots of Paris, and the fourth

playing away his wealth in the vile dens of Monte Carlo. Here is where the money of Wales goes. Here is the way the produce of the land of Wales is wasted. There is no reason in such a thing as this. Is such a system one that we ought to bear? Does not justice loudly demand that the land of Wales be restored to the people? Let the foreign Lords be sent to their own country. Why do we bear their oppression, and why are we compelled to feed their greediness? The land is ours and it is foolishness to let strangers to rob us of it and to swallow its gains.

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COPY TRANSLATION.

"Genedl," March 14th, 1893.

LETTER VII.

Extracts.

* * * *

What is the remedy? We see that the disease is a serious one. We see that the land has been usurped through fraud, craftiness, and oppression, by a handful of unprincipled people; that those few people have not only stolen the land, but also oppress the people that cultivate it and live on it; that a vast portion of the gains of the land is grasped by these lords, and spent on frivolous and sinful pleasure, and that the country is thus greatly impoverished. I ask the reader what does he seriously think of this?

* * * *

Why do we allow so much wealth to be stolen by the lords, who spend it on frivolity, degrade society, and prevent progress everywhere? We cannot afford to keep them. We harm ourselves by keeping them, and it would be an infinite blessing for to get rid of them.

COPY TRANSLATION.

"Celt," March 24th, 1893.

We have had the names of these gentlemen at last. Only three of them are Welsh, and of the three there is not one of them in whom the whole of Wales can feel any trust. They may be good men, but who knows? And although we greatly honour Professor Rhys for his learning, he knows nothing about land. Why, a man of the knowledge and the experience of Principal M. D. Jones was not appointed on the Commission? He is an extra kind landlord, and knows the affairs of the farmers as well as anyone in the country. Look again at the Tories that have been named. There is Sir J. Dillwyn Llewelyn, the man that has been cursing the "Celt,"—he cannot understand anyone speaking Welsh. Why in the name of every reason not appoint Sir Watkin or his able agent, Mr. Hughes; granting that they are Tories like Lord Kenyon and his friends, they have the advantage of being able to speak Welsh. Who are Lord Carrington, Messrs. Grove and Seebohm? What do they know of Wales? The only bright part in the business is the appointment of Mr. Lleufer Thomas as Secretary.

The following Tables were handed in by Lord Stanley of Alderley at Llangefni, 24th Day, 11th October 1893:—

A.—TABLE of RENTALS on the ESTATE in 1821, 1851 and 1893. (Question 19,812.)

Tenement.	Parish.	Acreage.	Rent in 1821.	Rent in 1851.	Rent in 1893.
			£ s. d.	£ s. d.	£ s. d.
Bottan	Llanfachreth	70	—	52 15 4	52 14 4
Dafarn Hwyad	Llanbadrig	11	—	13 2 6	14 0 0
Ty Croes	Llechylched	34	—	30 0 0	34 0 0
Moel Haul	Llanfachreth	14	—	12 12 0	12 12 0
Rhosycalch	Llanrhyddlad	58	—	15 15 0	15 15 0
Tynygraig	Bodedern	12	—	14 0 0	14 0 0
Dafarn Newydd	Llanfaethlu	8	9 9 0	—	10 0 0
Llainfadog	Llanflewyn	5	4 10 0	4 10 0	4 10 0
Rhosddu	Llanfaethlu	124	62 0 0 (Gofymp added)	85 15 6	85 15 6
Gwredog	Amlwch	242	205 0 0	220 0 0	217 0 0
Rhosydd	Bodedern	8	—	7 0 0	8 0 0
Gamog	Llanrhyddlad	60	31 0 0	32 0 0	32 0 0
Fadog Llwyd	Llanfaethlu	73	60 0 0	60 10 0	63 0 0
Tanybryn	Llanrhyddlad	6½	—	8 0 0	8 0 0
Orsedd deryn	Llanfachreth	4	—	5 0 0	5 0 0
Bytheicws	Do.	4	—	5 0 0	5 0 0
Pont y pandy	Llanddeusant	3¼	—	5 0 0	6 0 0
Glanygors	Llanbadrig	15	—	10 2 6	10 2 6
Dalar Hir	Bodedern	47¼	29 0 0	29 0 0	29 0 0
Caea tyddyn	Llanfihangel, T.B.	23½	23 10 0	23 16 0	23 16 0
Rarw Goch	Llanynghenedl	65	—	60 16 0	62 0 0
Tymawr	Llanfairyneubwll	94	45 0 0 (Land added)	60 0 0	68 0 0
Mount	Llanddeusant	41	25 0 0	31 0 0	31 0 0
Tregwehelydd	Llantrisant	111	105 0 0	105 13 6	106 0 0
Tyddyn Pandy	Llanbadrig	20	17 0 0	15 4 6	16 0 0
Rarw Fawr	Llanynghenedl	139¾	120 0 0	120 0 0	120 0 0
Tynycae	Bodedern	125	75 0 0	78 0 0	84 0 0
Hendy	Llanfaethlu	11⅓	10 0 0	10 0 0	10 0 0
Tanybryn	Do.	31¼	28 0 0	26 0 0	36 0 0
Beddycor	Llanfachreth	8	—	6 6 0	8 0 0
Tynllan	Llandrygarn	12	9 0 0	11 0 0	12 0 0
Dalar Hir	Bodedern	47	26 0 0	26 0 0	28 0 0
Dronwy	Llanfachreth	105¾	—	100 0 0	112 0 0
Bronhaulog	Llanddeusant	227	170 0 0	195 0 0	175 0 0
Tyddynbont	Gwalchmai	32	28 0 0	28 0 0	30 0 0
Cwtrwm	Llanfachreth	½	—	4 14 6	4 14 6
Bodorgan	Bodedern	29	27 0 0	27 0 0	28 0 0
Tynrallt	Llanbadrig	103	97 0 0	90 0 0	92 0 0
Penrhyn	Llanfwrog	245	200 0 0	—	170 0 0
Caegwyn	Llandrygarn	38¾	30 6 0	30 6 0	30 6 0
Tai uchaf	Bodedern	104	65 0 0	60 0 0	60 0 0
Tremolgoch bach	Llanddeusant	64	40 0 0	35 0 0	40 0 0
Caerdeon	Do.	32	22 0 0	30 0 0	30 0 0
Felin Wen	Bodewryd	38	50 0 0	50 9 6	50 0 0
Glanygors	Bodedern	24	18 0 0	18 9 6	18 10 0
Cae faly	Do.	17¾	21 0 0	21 0 0	24 0 0
Treangharad	Do.	180	133 10 0	144 10 0	146 0 0
Maenygoron	Llantrisant	14	14 14 0	14 14 0	14 14 0
Tyddynbach	Do.	13	15 0 0	15 8 0	15 8 0
Park	Llandrygarn	44	40 0 0	41 5 0	41 10 0
Hangwen	Bodedern	26	—	24 17 0	24 0 0
Cerrig camog	Llanrhyddlad	68	35 0 0	44 0 0	34 11 0
Brynbotyn	Llanddeusant	11¾	9 0 0	9 0 0	10 10 0

B.—Sizes of Farms, Anglesey and Presaddfed Estates. Question 19,812.

Anglesey		Presaddfed.
Acres.	Acres.	Acres.
394	91	18
264	80	18
245	80	15
242	75	15
222	73	14
182	70	13
180	68	12
179	63	12
173	63	11
150	60	11
141	57	11
140	56	9
137	50	8
132	48	8
127	48	8
120	48	7
120	45	6
119	44	6
112	44	5
111	41	5
107	40	4

Anglesey.		
Acres.	Acres.	Acres.
104	40	4
103	38	3
	36	3
	35	2
	34	
	32	
	31	
	31	
	30	
	28	
	27	
	26	
	26	
	25	
	24	
	23	
	20	

Summary: 23 farms above 100 acres; 38 farms from 20 to 91 acres; 25 holdings between 18 and 2 acres, 13 holdings of less than 2 acres.

C.—List of Farms sold, stating the Amount of Purchase-money and other Particulars. Question 19,812.

Tenement.	Tenant.	Acreage.	Rent.	Sold for	Purchaser.	Remarks.
		A. R. P.	£ s. d.	£ s. d.		
Llaneilian Parish.						
Henblas	John Herbert	93 1 38	53 13 0	2035 0 0	J. E. Hughes, Chester	—
Penybryn	William Williams	67 3 16	20 0 0	900 0 0	William Williams	Tenant.
Penybryn (part of)	William Williams	4 1 21		155 0 0	J. E. Hughes	—
Tynllan	William Jones	1 3 10	5 0 0	150 0 0	William Jones	Tenant.
Glanygors	Owen Thomas	11 1 24	10 0 0	580 0 0	Owen Thomas	Tenant.
Ty Croes	Owen Thompson	3 2 5	7 10 0	270 0 0	Owen Thompson	Tenant.
Tynllan	Mrs. Jones	0 1 4	0 2 6	41 0 0	Thomas Jones, Pentraeth.	—
Llainydelyn	Richard Jones	0 1 23	1 11 0	81 0 0	Rowland Jones	Tenant.
Glanyrafon	Lewis Edmunds	0 2 11	2 10 0	40 0 0	Lewis Edmunds	Tenant.
Tynymaen	E. Pritchard	1 2 36	2 0 0	101 0 0	Owen Williams, shop, Rengorphwysfa.	—
Llanbedrgoch Parish.						
Groes (The above were sold by auction in 1887.)	Rowland Thomas	1 1 31	—	125 0 0	E. N. Worthington, Manchester.	—
Llanfechell Parish.						
Cefn glas	Owen Hughes	—	9 0 0	300 0 0	Owen Hughes	Tenant.
Cerryg yr eirin	Catherine Jones	3 0 20	4 10 0	150 0 0	C. Jones	Tenant.
House and garden	R. Morgan	—	2 5 0	60 0 0	R. Morgan	Tenant.
House and garden	Mary Owen	0 1 0	1 1 0	50 0 0	Mary Owen	Lessee.
House and garden	Richard Williams	—	2 5 0	60 0 0	Robert Edwards	—
Plas Brewery, &c.	Ellen Thomas	11 2 2	20 0 0	900 0 0	Ellen Thomas	Tenant.
Tynymynydd	Owen Parry	36 0 19	21 0 0	630 0 0	Owen Parry	Tenant.
Penrallt	Edward Williams	4 0 0	5 0 0	250 0 0	E. Williams	Tenant.
Llechcynfarwy Parish.						
Cefn gwrysg	John Evans	15 3 24	15 0 0	400 0 0	John Evans	Tenant.
Llanfairmathafarneithaf Parish.						
Tanyddinas	Richard Evans	7 3 36	5 10 0	200 0 0	R. Evans	Tenant.
Tymawr	C. Griffith	28 0 0	15 0 0	500 0 0	C. Griffith	Tenant.
Park y Gors	R. Hughes	3 0 0	4 0 0	160 0 0	H. Owen, Llanfair, M.E.	—
Tyddynmaen	John Parry	3 2 20	4 10 0	130 0 0	John Parry	Tenant.
Penrhos	Owen Parry	18 0 0	13 0 0	630 0 0	Owen Parry	Tenant.
Chwarela	Robert Roberts	25 0 0	6 0 0	360 0 0	R. Roberts	Tenant.
Llandrygarn Parish.						
Rhydcaradog	William Elias	7 0 27	10 0 0	400 0 0	William Elias	Tenant.
Pentraeth Parish.						
Bwlch	William Parry	3 2 12	5 0 0	150 0 0	William Parry	Tenant.
Llanddeusant Parish.						
Croes forwydd	Joseph Hughes	6 3 16	8 0 0	350 0 0	Joseph Hughes	Tenant
Amlwch Parish.						
Llowarch	Thomas Jones	11 0 5	13 0 0	425 0 0	Owen Thomas	—
Trewalchmai Parish.						
Logat bach (The above were sold by private treaty in 1887.)	Sidney Edwards	0 1 5	1 0 0	40 0 0	Mr. Horton	—

E.—List of Tenants on the Estate showing the approximate Number of Years they or their Ancestors have lived on the Estate.—*Question* 19,812.

Anglesey.

Name.	Tenement.	Parish.	Approximate Number of Years the Tenant and Ancestors have lived on the Estate.	Remarks.
Davies, Elizabeth	Bottan	Llanfachreth	50 years	Succeeded her husband in 1891.
Evans, John	Cefn rhosydd	Bodedern	80 years.	
Griffith, David	Penrhyn gwabedog	Amlwch	Traced back to 1815.	
Griffith, John	Dafarn Hwyad	Llanbadrig, &c.	30 years.	
Griffith, William	Quillet Plasyglyn	Llanfwrog	-	Quillet in another farm.
Hughes, Catherine	College	Newborough	-	Two houses in lease.
Hughes, Charles	Penrhos and Saraganu	Bodedern	13 years.	
Hughes, Evan	Ty Croes	Llechylched	About 50 years.	
Hughes, Hugh	Penybryn	Llanfaethlu	5 years	Previous tenant left to take a larger farm.
Hughes, John	Moel Haul	Llanfachreth.	6 years.	
Hughes, John	Rhosycalch	Llanrhyddlad.		
Hughes, Robert	Rhosydd	Bodedern	25 to 30 years.	
Hughes, Thomas	Tynygraig	Do.	About 30 years.	
Hughes, William	Caermeirch	Do.	30 to 40 years	Succeeded his father in 1881.
Hughes, William	Dafarn newydd	Llanfaethlu	90 to 100 years.	
Jones, David	Rhosddu and Gofynys.	Do.	Upwards of 100 years	W. R. Jones, (son of the present tenant) now in business at the Steam Flour Mill, Holyhead.
Jones, David	Tryfil fawr	Llandrygarn	About 70 years.	
Jones, David	Bryndu	Llanbadrig	4 years	Farm recently purchased.
Jones, O. Lloyd	Gwredog	Amlwch	Traced back to 1636.	
Jones, Elias	Tyddyn uchaf	Aberffraw	30 to 40 years.	
Jones, Griffith	Tynypwll	Bodedern	6 years	Previous tenant left to go to his uncle on another farm.
Jones, Hugh	Gammog	Llanrhyddlad	About 80 years.	
Jones, John G.	Fadog Lwyd	Llanfaethlu	About 30 years	Succeeded his father in 1888.
Jones, John	Tynylon	Aberffraw	Traced to 1815.	
Jones, John	Tanybryn	Llanrhyddlad	50 to 60 years.	
Jones, Mary	Pont-y-pandy	Llanddeusant	About 65 years.	
Jones, Robert, Rev.	Vicarage	Bodewryd.		
Jones, Thomas	Glanygors	Llanbadrig	About 40 years.	
Jones, Thomas, representative of late.	Plas	Bodewryd	58 years	William Jones (son) now farming at Tynygraig.
Jones, William	Tynygraig	Do.	12 years	
Lewis, H., Col.	Caia Tyddyn	Llanfihangel T.B.	-	(Fields situate in Col. H. Lewis's farm).
Morris, Robert	Rerw Goch	Llanynghenedl	22 years.	
Morris, William	Ty Mawr	Llanfairyneubwll	44 years.	
Owen, Dorothy	Dwygir	Amlwch	6 years	(Farm purchased in 1887.)
Owen, Elizabeth	Glanygors	Llanfigael	About 80 years.	
Owen, E. R.	Bodowyr	Bodedern	21 years.	
Owen, Griffith	Glanygors	Llanfihangel yn howyn	6 years.	
Owen, J. E. and W. W.	Rhosbeirio	Rhosbeirio	6 years	(Farm purchased in 1887.)
Owen, Richard	Ysgubor ddu	Llanffewyn	60 to 70 years.	
Owen, Brothers	Penymynydd	Bodedern	80 to 90 years.	
Owen, Elizabeth	Tregwehelydd	Llantrisant	Traced back to 1820.	
Owen, William	Tyddyn Pandy	Llanbadrig	Traced back to 1815.	
Owen, John	Trefadog	Llanfaethlu	80 to 90 years.	
Parry, John	Caermeirch	Bodedern	20 to 30 years.	
Parry, John	Yrerw Fawr	Llanynghenedl	50 to 60 years.	
Parry, Margaret	Bryn Prydder	Llanfihangel yn howyn	8 years	Farm exchanged in 1885.
Pritchard, Rowland	Maes y wrach	Bodedern	6 years.	
Roberts, David	Plas Goronwy	Llanbedrgoch	8 years	Farm purchased in 1885.
Roberts, Hugh	Tynycae	Bodedern	30 to 40 years.	
Roberts, John	Hendy	Llanfaethlu	About 30 years.	
Roberts, Robert	Tanybryn	Llanfaethlu	14 years.	
Roberts, Robert	Treferwydd	Llandrygarn	80 to 90 years.	
Roberts, William	Beddycon	Llanfachreth	7 years.	
Rowlands, Griffith	Tynybuarth	Aberffraw	30 to 35 years.	
Rowlands, Jane and William Jones.	Fferam dryfol	Do.	90 to 100 years.	
	Tyndryfol	Do.	Do.	
Rowlands, Owen	Cammog bach	Llanrhyddlad	7 years	Got by exchange, vacant.
Rowlands, William	Tynllan	Llandrygarn	Over 50 years	Tenant married daughter of the previous tenant.
Rowlands, William	Dalar Hir	Bodedern	90 to 100 years	William Rowlands is a nephew of Griffith Rowlands, the above-named tenant of Tynybnarth. The latter was brought up at this farm.
Thomas, Rowland	Plas Brain	Llanbedrgoch	50 to 60 years.	
Thomas, Ellen	Cae Mawr	Llanrhyddlad.		
Williams, Dorothy	Dronwy	Llanfachreth	28 years.	
Williams, Edward	Bronheulog	Llanddeusant	50 years	One son is now a doctor in South Wales.
Williams, Elizabeth	Tyddynbont	Gwalchmai	About 50 years.	
Williams, Elizabeth	Tyddynrallt	Llanfaethlu.		

Name.	Tenement.	Parish.	Approximate Number of Years the Tenant and Ancestors have lived on the Estate.	Remarks.
Williams, Ellen	Bodorgan	Bodedern	15 years.	
Williams, Hugh	Tynrallt	Llanbadrig	Traced back to 1840.	
Williams, Hugh	Yr Efail	Rhosbeirio	Traced back to 1815.	
Williams, Hugh	Penrhyn	Llanfwrog	69 years	Edward Williams (brother to Hugh Williams) is tenant of Bronheulog.
Williams, Jane	Tybach	Aberffraw.		
Williams, John	Caegwyn	Llandrygarn	Upwards of 80 years.	
Williams, John	Tai uchaf	Bodedern	About 70 years	Richard Williams (brother), now tenant of Tre Hwfa David Williams (brother), now tenant of Fadog Frech Llanfaethlu.
Williams, John	Tremolgoch bach	Llanddeusant	Traced back to 1815.	
Williams, John	Caerdeon	Do.	About 45 years	Succeeded his father in 1889.
Williams, Margaret	Felin Wen	Bodewryd	Traced back to 1815.	
Williams, Richard	Glanygors	Bodedern	Traced back to 1815	Brother (John Williams) now farming at Penrallt, Bryngwran.
Williams, Robert	Cae faly	Do.	80 to 90 years.	
Williams, Robert	Treangharad	Do.	About 90 years	One son is now a doctor.
Williams, William	Maenygoron	Llantrisant	About 60 years.	
Williams, William	Tyddynbach	Llantrisant	Traced to 1840,	
Williams, William	Park	Llandrygarn	50 to 60 years	Eleazer Williams (brothers), is now farming "Ddrydwy Farm" Ty Croes.
Williams, Martha	Penrhyn Newydd	Amlwch	Traced to 1815	Succeeded her husband in 1891.
Williams, O. Rep.	Caebach	Llanddeusant	30 to 40 years.	
Wright, John	Cerrig cammog	Llanrhyddlad.		
Williams, W., a Doctor	Brynbotyn	Llanddeusant	2 years.	

Parish of Holyhead.

Tenant.	Tenement.	——	Remarks.
Edwards, William	Goferydd	50 to 60 years.	
Evans, Robert	Tyddyngaenor		Traced back to 1851.
Flanagan, Cormac	Land Plas Croes, &c.	20 years.	
Griffith, William	Yr Efail	About 50 years.	
Griffith, William	Druid House, Twr Mill, &c.	50 years	Thomas Griffith (brother) established in business at Bangor as a grocer, &c.
Harper, William	Trefengan	50 years	Married daughter of late tenant.
Hughes, John	Bryn Luc	20 years.	
Hughes, John	Yr Efail bach	Over 100 years.	
Hughes, Margaret	Gorsgoch	45 years	Widow of late tenant.
Hughes, Mary	Tymawr (mountain)	About 70 years	Hugh H. Hughes (brother) went to Australia, amassed considerable wealth, and is now living at Holyhead.
Hughes, Robert	Gors y Twr	75 years	(Three generations.)
Hughes, Susannah	Mynyddgofdu	At least 100 years	(Traced back with rental to 1815.)
Hughes, Mary	Turnpike		Owen James (who died in 1892), and his ancestors had been tenants of Turnpike over 80 years.
Jones, Catherine and Richard	Bryniau Geirwon	90 years	(Three generations.)
Jones, Owen and Edward	Penbryn Crecrist	45 to 50 years.	
Jones, Elizabeth	Tynewydd	45 to 50 years	Widow of late tenant.
Jones, Elizabeth	Ffynon Gorllas	About 70 years	John Williams (brother to Mrs. Jones) was a naval engineer. He is now pensioned, and living in Liverpool.
Jones, Ellen	Tanygraig	50 to 60 years	Widow of late tenant.
Jones, Grace	Cerrigylloi	100 years.	
Jones, J. W.	Bodwarren	At least 100 years	He succeeded his uncle Captain Williams.
Jones, Owen	Tyntowyn (moiety)		Traced to 1851.
Jones, Owen	Tymawr	Traced to 1815	J. Jones (brother), farming Llwynon Farm, Llanfair P. G.; William Jones (brother), farming Bodwina, Trewalchmai, all sons of a late tenant.
Jones, Robert	Penrhyn Owen	15 years.	
Jones, Thomas	Tyddyn lantern	20 years.	
Jones, William	Porthdafarch	About 50 years.	
Lewis, John	Pontysgyrog	About 12 years.	
Lewis, Richard	Tynyffrwd	20 years.	
Lewis, Sarah J.	Gorswen		(New tenant).
Morris, Owen	Penybryn	34 years.	
Morris, R., Mrs.	Ynysgof	43 years.	
Morgan, Mrs., Representatives.	Tyddyn Pioden	55 years.	
Moses, John	Tyddynbach	38 years	Son of late tenant.
Noble, William	Caer Bothan		(New tenant.)
Owen, Hugh	Llwynyberth	At least 60 years.	Succeeded his father.
Owen, John	Dryll	34 years	Succeeded his father.
Owen, Richard	Cae Mawr	10 years.	
Owen, Thomas G.	Ysguborleinw	20 years.	

Tenant.	Tenement.	——	Remarks.
Owen, William	Tynmynydd		Purchased from Marquis of Anglesey.
Parry, John	Tyddynbach	20 years.	
Parry, Mary	Rhosgadar	20 years.	
Parry, Mary	Hafod y Brain	5 years	Recently purchased from late Thomas Parry; he having purchased about 35 years ago, and occupied the farm himself.
Riva, William	10, Stanley Street and Land.	50 years.	
Roberts, Ellen	Part of Tyddynbioden	About 50 years.	
Roberts, Samuel	Porthdafarch		Believed to be about 300 years.
Roberts, William	Penybryn	About 40 years.	
Thomas, John and Anna	Trefignath	About 50 years.	
Thomas, Ellen	Plâs	About 20 years	Widow of the late tenant.
Thomas, Catherine	Stryd	About 20 years	Widow of the late tenant.
Williams, Ann	Glantraeth		Widow of the late tenant.
Williams, Edward Hugh	Ty Mawr (Penrhos Feilw)		Removed from Penybryn, where their family had been for generations. Succeeded their brother at Ty Mawr.
Williams, Jane	Tyddyn Uchaf	50 to 55 years.	
Williams, John	Twr	30 years	Nephew of late tenant.
Williams, John	Porthtwna	35 years.	
Williams, Owen	Bagnol		Purchased about 35 years ago. The family have been on the farm for generations.
Williams, O. T., Dr.	Rhosygaer	20 years.	
Williams, R., Captain	Yr Ogof	50 years.	
Williams, Thomas	Penybonc	30 to 35 years.	
Williams, Thomas	Cae fable	25 years.	
Williams, William	Tan Refail	35 years.	
Williams, William	Bunwerth	Traced to 1815	A brother (Owen Williams) is farming Glan y gors Farm, Llanfaelog.
Williams, William	Stanley Street and Tan alltran.	Said to be nearly 300 years.	One son (Robert Williams) is a doctor in the Navy. Another son (William S. Williams) established as a butcher in Holyhead. The late Dr. Williams, Dronwy (brother to present tenant) was brought up at Tanalltran.
Parish of Rhoscolyn.			
Edwards, Hugh	Pwllpillo	About 80 years	Two brothers of present tenant were builders at Manchester. Both now dead.
Hughes, Elizabeth	Hendy	50 years.	
Jones, Hugh	Tynrhos	40 years.	
Jones, Richard	Cerrig	50 years.	
Owen, John	Rhydbont	Over 100 years.	
Owen, Owen	Blue Bell and Tynrhos	20 years.	
Roberts, John	Tynrallt	66 years	Mr. J. Roberts succeeded his father as tenant in 1881. He was until last year traffic manager in the Limerick and Waterford Railway, but has now retired.
Williams, John	Garreglwyd.		

(*Handed in by Mr. D. Owen at Llangefni, on the 24th Day.—Question* 20,092–4.)

THE CEMLYN FORESHORE.

From the "Law Times," 11th June 1892. The Report of the County Court Judgment:—

"Foreshore.—Prescription. Danger to natural barrier against the sea. At the Anglesey County Court, on the 17th May, Sir Horatio Lloyd delivered the following judgment:—

"His Honour. In the case of the Board of Trade against Owen Williams, I took time to consider my judgment, and also that I might have an opportunity of seeing the *locus in quo*. I am glad that I had such an opportuity, as the view of the place has thrown a good deal of light upon some of the evidence. The action is upon the face of it brought by the Board of Trade, but the true plaintiffs are the owners of property abutting upon Cemlyn Bay, and it is sought to restrain the defendant from continuing to cart sand, gravel, and seaweed from the shore of the bay—it being contended that the ownership is *primâ facie* in the Crown, being between high and low water mark. An action claiming damages for trespass and for an injunction restraining the defendant has therefore been brought. The site of the alleged trespass is agreed upon by all parties. I find from the plans that have been put in and from the view I have had, that there is no practical difference as to the place from which the material is taken. It is in fact near the foot of a cliff of rock 20 or 24 feet high, which bounds the farms, and the sand was taken a few yards seawards from the foot of these rocks. Now the defendant alleges that he and his predecessors in title in the farms he occupies, which is called 'Caerdegog Ucha'—which is about a mile and a half from this point of the shore—that he and his predecessors in the farm were in the habit for many years of taking this sand and gravel without interruption or hindrance, and he claims under the Prescription Act that he has the right to continue to do so. Now, I have not the advantage in the County Court of having the points at issue put before me in such a way as they would have been in the High Court, where the pleadings would have shown upon what grounds the defendant claimed the right to take this sand, whether it was by tenure of this farm, or as one of the inhabitants of the parish, or as a landowner. This action is brought against Owen Williams personally, and although meant to try the question of right between the Crown and other persons, it is in form brought against him, and him alone. There is very strong evidence indeed as to the exercise of the right. Owen Williams himself gives important evidence on the subject; so does Richard Williams, an old man who has lived there all his life, and during all this time exercised the right without any interference. He said they always claimed to go as the tenants of the defendant's farm. And there are several other important

witnesses. Owen Parry—a man of 85, who was born two miles from the place, and has lived there all his life—says that all the tenants of the parish came there. Then John Thomas gives equally strong evidence, as does John Williams, John Thomas, and Lewis Williams—all highly respectable farmers, some of whose families have lived in this district something like 150 years, who say that they always went to this place for sand and gravel for building and also for manuring purposes. It is also said that vessels had been in the habit of carrying cargoes of sand from this place; but that could not under any circumstances be justified, and is outside the present action. There was no evidence whatever of interference at any time except upon one occasion, when Mr. Prichard, as agent for Sir George Meyrick, says he stopped a man from taking material at a point above high-water mark. That, and a notice put up recently, were the only interference with the right these people claimed. But then the question arises, Is this a right which can exist? [His Honour referred to *Padwick* v. *Knight*, 7 Ex. 854; *Grimstead* v. *Marlowe*, 4 T. R. 717; *Constable* v. *Nicholson*, 14 C. B. N. B. 230; *Blewitt* v. *Tregoning*, 3 A. & E. 554; and *Delawarr* v. *Miles*, L. Rep. 17 Ch. Div. 535.] Now, the result of these cases, and particularly of that of *Delawarr* v. *Miles*, leads me to come to the conclusion that the right claimed by the defendant is such as he can establish by law, and that it is immaterial whether he claims it in his individual capacity or as the representative of a larger class, such as the farmers of the district. I think the defendant has made out his title, under the Prescription Act, to go to this place for gravel, sand, and seaweed for the purposes of his farm. That being so, he would be entitled to succeed in this action; but then there is another point which has to be taken into consideration. It may be that he has acquired a right, but that it is a right which, if persevered in, would be detrimental to the land, which by its effect upon the natural barrier would encourage the sea to flow inland and damage the adjacent lands. Upon this point there is the well-known case of the *Attorney-General* v. *Tomline* (42 L. T. Rep. N. S. 880, L. Rep. 14 Ch. Div. 58). In that case the Attorney-General was seised in fee in trust for the Crown of land which was not on the sea shore, but which immediately adjoined it. The Crown had acquired the land for the building of a Martello tower, the seashore having been acquired by the defendant Colonel Tomline, the lord of the manor, who was in the habit of taking sand and gravel from the sea shore. The Crown interfered on the ground that the result of his doing so was to jeopardise the natural barrier, the result being that the sea would be let in on the Crown land, and so damage the Martello tower. And Lord Justice Fry, before whom the action was heard, held that the Crown was entitled to the injunction sought for. Now, that was a very strong case, because the defendant Tomline was not allowed to interfere with what was his own property; he was seised of this land, but was not allowed to use his rights upon it. This was not the case, however, at Cemlyn Bay, as the the rights on the foreshore were exercised by persons who were not the owners. Lord Justice Fry granted the injunction, and the Court of Appeal affirmed his decision, holding that the plaintiff's land had been imperilled by the acts of the defendant, and that if the natural barrier was removed the Crown land would be flooded, and the property of the Crown damaged. Now, if that could be done in a case like that—where the Crown was not the owner of the foreshore, but could prevent such owner from exercising his *primâ facie* right *à fortiori* the Crown would have a right to interfere in a case like the present one, assuming, of course, that any damage would result from the removal of a natural barrier. It therefore comes to this: is the exercise by the defendant and other farmers of the right to take gravel and sand in the limited manner claimed likely in any reasonable probability to injure the natural barrier of that part of the coast, and so endanger the property of other people inland? The natural barrier at the point of the actual alleged trespass is, as I have said, rock, about 20 feet high; but about 100 yards westward the land drops, and the inland country is protected from the sea by a ridge of sand and gravel, the gradual accumulation of time, several feet high, and covered with grass. I have had evidence from Mr. Jones, surveyor, and from Mr. Prichard, both of whom say that the sea would be let up into the land above if this natural barrier was removed. And I am satisfied that in that contingency they were right in their surmise. Although there is rising ground inland, I agree with them that, if the natural barrier is removed or endangered, it might have prejudicial effect upon the land more inland. But their evidence is problematical; they both said 'if the natural barrier were removed.' On the other hand we have the evidence of two other gentlemen, Mr. Marks and Mr. Davids, both of whom say that the beach is in its natural state, there being no excessive carting away of sand or gravel at the point in question, where the alleged trespass occurred, and that the continuance of the practice would have no appreciable effect in reducing the ridge which is the natural barrier. I am bound to say, after looking at the place, that I have come to the same conclusion as Mr. Marks and Mr. Davids. It is not possible, in my opinion, that the place will be interfered with in any measurable or even immeasurable distance of time by such acts as the defendant has exercised. In course of the hearing of the case, there was put in an old map belonging to Lady Neave, which showed that the place in the year 1793 was very much the same as it is to-day; so that all this taking away of gravel and sand for the last hundred years, and even by vessels, has not affected this place in the least degree: and it seems a proper inference to draw that in all probability the same state of things will continue. Taking all the facts into consideration, I do not think this is a case in which I can grant an injunction, so long as the farmers use the right in a reasonable manner, and as has hitherto been done. Therefore, with respect to the action for trespass, I hold that the rights of taking gravel and sand from this place has been proved, and that the Court ought not to interfere. Judgment will be entered for the defendant, and the application for an injunction refused.

"Mr. R. A. Griffith:—Will your Honour certify for costs on the higher scale, inasmuch as we have been put to the proof of title and for a special advocate's fee.

"His Honour:—I shall allow costs on the higher scale, it being a case of public interest.

"Mr. E. G. Roberts:—This judgment, I suppose, applies only to individuals and not to shipowners. You will give us the right to appeal if we think fit.

"His Honour?—Certainly.

"Mr. Roberts:—And may I take it that if we find other people who have not a prescriptive right dealing with this sand and gravel this judgment will not apply to them?

"His Honour:—Certainly. One case of this kind is enough at a time.

"Judgment was therefore entered for the defendant with costs on the higher scale and special advocate's fee certified for.

"E. G. Roberts, Holyhead, for the plaintiffs; R. A. Griffith, Bangor, for defendant.

(*Handed in at Llangefni by Mr. I. Taylor, 24th Day, Questions* 20,800–3.)

SCHEDULE of PRINCIPAL FARMS on LADY VIVIAN'S ANGLESEY ESTATE, showing ACREAGE, PRESENT RENTS, and PARTICULARS of TENANCIES from the Year 1844 to 1893.

Nos. in Rental.	Names of Farms.	Tenants.	Acreage. A.	R.	P.	Present Rents. £	s.	d.	Particulars of Tenancies.
	PENTRAETH PARISH.								
7	Garreg Landeg -	Edward Jones -	126	3	7	120	0	0	Present tenant in occupation over 50 years.
10	Fferam Gorniog -	Richard Williams -	135	0	18	155	10	0	Thos. Pritchard, 1844 to 1861. His son Owen, 1862 to 1876. His widow, 1877 to 1881. Present tenant, 1882 to 1893 (married the widow).
11	Glanrafon - -	Richard Owen -	110	1	23	105	0	0	John Brereton, 1844 to 1855. Hugh Hughes, 1856 to 1869. Thos. Owen, 1870 to 1871. His widow, 1872 to 1886. Present tenant, 1887 to 1893, a son.
12	Tanrallt - -	Ann Owen - -	74	3	34	86	0	0	Robt. Hughes, 1844 to 1849. Wm. Roberts, 1850 to 1862. Thos. Owen, 1863 to 1891. His daughter since.
12A	Park y Felin -	Joseph Thomas -	18	2	29	15	0	0	Jno. Hughes, 1850 to 1869. His son, Robt., 1870 to 1891. Josh. Thomas since.
14	Tanrallt & Mill -	William Jones -	28	1	26	40	0	0	Thos. Jones, 1844 to 1882. Thos. his son, 1883 to 1890. Wm., brother, 1891 to 1893.
15	Tan y Graig -	Joseph Thomas -	30	2	33	36	0	0	Davd. Jones, 1844 to 1863. Jane his widow, 1864 to 1885. Jno. Parry, 1886 (1 year). Josh. Thomas, 1887 to 1892.
16	Park Merddyn Gwyn	Cathe. Elias -	24	0	36	40	0	0	Davd. Elias, 1844 to 1855. His son, J. R. Elias, 1856 to 1880. Cathe. Elias (widow), 1881 to 1893.
20	Glan y Gors -	Joseph Thomas -	32	1	14	21	0	0	Thos. Parry, 1844 to 1884. His son, 1885 to 1893.
22	Ty Mawr, Cefn Hir -	Lewis Morris -	35	1	16	45	0	0	Wm. Jones, 1844 to 1850. John his son, 1851 to 1873. Hugh Williams, 1874 to 1877. His widow, 1878 to 1881. Lewis Morris, from 1882.
23	Panton Arms & Land	E. E. & A. J. Williams	1	3	29	26	5	0	Jno. Williams, 1864 to 1891. His daughter since.
24	Smithy and Land -	Hugh Owen -	5	3	13	15	15	0	Present tenant, 1877 to 1893.
29	Tyn Lon - -	Elizabeth Jones -	10	1	39	13	0	0	Hugh Jones, 1864 to 1885. His widow, 1886 to 1893.
32	Gors - -	John Williams -	7	0	39	8	10	0	Present tenant, 1875 to present date.
33	Ponc yr aur -	William Owen -	13	1	3	14	0	0	Thos. Owen, 1844 to 1853. His widow, 1854 to 1873. Son Wm., 1874 to 1893.
36	Tyddyn y Gors -	William Gray -	4	1	11	7	0	0	Hugh Gray, 1850 to 1884. Wm. (son), 1885 to 1893.
45	Brow Seller - -	Hugh Morgan -	9	[illegible]	29	5	10	0	Father tenant from 1844. Son succeeded to, 1893.
46	Plas Tirion - -	Hugh Thomas -	14	0	0	7	0	0	Present tenant in occupation since 1860.
68A	Ty Croes - -	William Evans -	197	3	25	201	15	0	Late Wm. Evans, tenant, 1874 to 1882. Widow, 1883 to 1885. Son Wm., 1886 to 1893.
	PENMYNYDD PARISH.								
69	Garnedd Goch -	William Williams -	210	2	18	260	0	0	Richd. Williams, 1844 to 1856. Son Wm., 1857 to 1893.
70	Sarn Fraint -	Mary Jones and Evan Evans.	102	0	33	115	5	0	John Jones, 1844 to 1850. Son and daughter and son-in-law tenants since.
71	Ty Gwyn - -	Edward Pritchard -	172	1	0	165	0	0	Pritchard's father, 1844 to 1863, and present tenant, 1864 to 1893.
72	Tyddyn - -	Ann Griffiths -	124	3	36	105	0	0	Margt. Griffiths, 1844 to 1859. Thomas (son), 1860 to 1871. Ann (his widow), 1872 to 1893.
73	Rhyd y Delyn Bach	John Roberts -	30	2	35	35	0	0	Jno. Griffiths, 1844 to 1882. Present tenant, 1883 to 1893.
74	Tyn Llan, &c. -	Thos. Evans, Jr. -	38	2	16	38	0	0	Cathe. Hughes, 1844 to 1863. Wm. Jones, 1864 to 1884. Present tenant since.
77	Quillets in Tyddyn y Buarth.	Evan and Owen Hughes.	6	3	24	5	0	0	Jno. Hughes, 1844 to 1862. Sons, Evan and Owen, 1864 to 1893.
78	Castell - -	Thomas Evans -	112	1	6	115	0	0	Tenant from 1844.
79	Minffordd - -	Jno. and Margt. Hughes.	7	0	2	10	0	0	John Hughes, 1844 to 1863. Son, 1864 to 1893.
80	Bryngo - -	John Williams -	94	0	24	85	0	0	Father and son tenants from 1844.
81	Tyddyn y Felin -	Thomas Jones -	42	3	33	50	0	0	Owen Jones, 1844 to 1873. Thos. Jones since.
82	Talcen Eiddaw -	Cathe. and Hugh Edwards.	38	3	26	37	10	0	Wm. Edwards, 1844 to 1878. Hugh Edwards (son) since 1878.
83	Berth, or Bryn Coch	Hugh Hughes -	26	1	30	30	0	0	Richd. Roberts up to 1869. Hugh Hughes since.

Nos. in Rental.	Names of Farms.	Tenants.	Acreage.	Present Rents.	Particulars of Tenancies.
	PENMYNYDD PARISH—*continued.*				
	LLANDDYFNAN PARISH.		A. R. P.	£ s. d.	
88	Bodeilio - -	Jane and J. R. Thomas.	302 1 24	170 0 0	Evan R. Thomas, 1844 to 1877. His widow Jane and J. R. Thomas since.
90	Marian - -	Margaret Hughes -	94 2 6	100 0 0	John Griffiths, 1844 to 1852. Jno. Hughes, 1845 to 1885. Margt. Hughes (widow), 1885 to 1892. Robt. Hughes (son), 1892 to 1893.
91	Tynllan - -	Joseph Thomas -	99 1 22	85 0 0	Owen Evans, 1853 to 1863. Jos. Thomas (son-in-law) since.

RULES of CONSTITUTION and BYELAWS of the NORTH WALES PROPERTY DEFENCE ASSOCIATION.

(*Handed in by Lord Penrhyn at Llangefni, Question* 22,781 (*27th Day*)).

Rules of Constitution.

1. The Association shall in no sense be a party or aggressive organization.

2. The Association shall consist of all landowners in North Wales who shall be enrolled members and contribute to its funds, as hereafter provided.

3. The objects of the Association shall be as hereafter stated:

I. To take every legitimate means for the protection of the members' interests and rights of property in the Principality, and carefully to watch all movements affecting the same.

II. To make proper arrangements for the supplying of accurate information on Welsh affairs to members of Parliament and others interested, and expose and refute all mis-statements and insidious assertions put forth by local agitators and the Welsh press.

III. To take into consideration any measure affecting the ownership or tenure of land in Wales which may be submitted to Parliament, or intended to be submitted to Parliament, and to take such action in regard thereto as circumstances may dictate or may be thought desirable.

IV. To use every constitutional means to oppose any special legislation for Wales affecting the rights of property, more particularly the creation of any different system of land laws or land tenure in Wales from England, and to keep before the public the fact that the land tenure and customs are identical in England and Wales.

V. To endeavour to form a sound public opinion by the spread of literature bearing upon land tenure, estate management, the relations between landowners and tenants, and other kindred subjects in Wales.

VI. To take all necessary steps as may be deemed advisable by the committee to assist all landowners who are members of the association who may be prevented by organized opposition from enforcing the legal proprietory rights.

VII. To empower the executive committee to take such steps as they may deem advisable to secure to all landowners who are members of the Association reasonable rents in the event of lands being thrown upon their hands through boycotting or other organized combination.

VIII. To make and assist all such efforts as may be considered necessary or desirable to carry out the foregoing objects.

4. Every landowner becoming a member of the Association shall contribute to the fund thereof for general purposes, if required, an annual subscription of not less than 5*s.* per cent. on his gross income from land, excluding house property; but a member's minimum subscription shall not be less than two guineas, half the first year's subscription to be paid on joining, the remainder to be called for, if required, *pro rata* from each member. This subscription shall not entitle the member to the benefit of any organization that may be established for farming land which shall have a separate fund and shall keep separate accounts.

5. The central committee shall be empowered, if they think desirable, to take South Wales into the Association, so as to form one united Association for North and South Wales, or to amalgamate with any similar organization that may be formed in South Wales or any part of it.

6. At a general meeting of members held at Chester, 4th of August 1887, the following resolutions were adopted:—

I. That the North Wales Property Defence Association be now permanently formed and established.

II. The land agent of any member contributing an annual subscription of not less than 10*l.* 10*s.* to the funds of the Association may be permitted a member without any additional subscription.

Byelaws.

At a general meeting of the members, held at Chester on the 4th day of August 1887, the following byelaws for carrying out the objects of the Association were considered and passed in accordance with the provisions of Rule 5 of the Rules of Constitution:

1. The Association shall hereafter be managed and its objects carried out by a central or executive committee of 25 members [subject to Rule 13, paragraph 1].

2. The first members of the executive committee shall be elected at the first meeting of members or some adjournment thereof.

3. Thereafter the executive committee shall be elected annually at the annual meeting, and all members of the executive committee shall be eligible for re-election.

4. Five members of the executive commitee shall be a quorum for the transaction of business.

5. In future an annual general meeting shall be held at such a place on some day in January in each year as the executive committee shall appoint.

6. The executive committee may at any time convene a special general meeting, and one-fourth of the members of the Association may at any time, by requisition in writing addressed to the secretary, require the executive committee to call a special general meeting.

7. Fourteen days' notice of the annual general meeting and of any special general meetings shall be sent by post to all members who shall furnish the secretary with their address in writing on joining and from time to time with any alterations therein.

8. In the case of special general meetings such notice shall state the business to be transacted, and no other business shall be considered at such meeting or any adjournment thereof.

9. Special general meetings shall not proceed to business unless there are 15 members of the Association present.

10. A chairman and two vice-chairmen shall be elected at the annual general meeting, and they shall be *ex-officio* members of the executive committee; any vacancy in these offices during the year may be provisionally filled up by the executive committee.

11. The power of admitting members shall continue to be vested in the executive committee.

12. After the 31st day of December 1887, no one shall be entitled to the assistance of the Association who has not been a subscribing member for three months previous to his application, and unless his subscription has been paid up in accordance with the rules.

13. The executive committee shall have the following powers:—

I. To add to its numbers not exceeding five members during the year, and to provisionally fill any vacancies occurring on it until the next annual meeting.

II. In the absence of the chairman and vice-chairman of the Association to elect a chairman at each meeting of the committee.

III. To select a bank as treasurers of the Association and to change same if necessary.

IV. To appoint a paid secretary and any other officials they may deem necessary, and to dismiss and change the same at their discretion, such secretary shall also be secretary to the Association generally.

V. To make rules and regulations for its own guidance and procedure, and to arrange the times and places of its meetings.

VI. To appoint a London and one or more sub-committees of such members as they shall deem it advisable, who shall act under the direction and control of the central executive committee; to dissolve such committees at their discretion, and to make rules for their guidance, and define their duties.

VII. To act generally as a committee of safety for the protection of the members' interest and right of property, and to take whatever steps they think advisable for that purpose, and generally by all means in their power to further and carry out the objects of the Association.

14. A banking account shall be opened in the name of the Association at the bank selected by the executive committee, and all subscriptions or other monies received on account of the Association shall be immediately paid thereto, and no money shall be withdrawn except by cheque signed by two members of the executive committee and countersigned by the secretary.

15. The executive committee may from time to time allow the secretary to have a sum not exceeding 20*l.* in his hands on a petty cash account; and he shall regularly enter every receipt and payment on such account in a book, which shall be produced and examined at every meeting of the executive committee and signed by the then presiding chairman.

16. The secretary shall keep a book in which he shall enter the name of every member on joining, with his postal address and the amount of his subscription.

17. No alteration shall be made in these byelaws except at a general or special meeting of the members held in conformity with them and by a majority of at least two-thirds of those present, nor unless due notice of the proposed alteration has been given with the notice of the meeting.

(*Handed in by Mr. Sidney Pitt, Question* 23,307 (*28th Day*)).

1892.—L. 586.

IN THE HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

MR. JUSTICE STIRLING.

Writ issued the 2nd day of March 1892.

Between William Lewis, John Gibbs, John Williams, Sarah Clement, Anne Morgan, William Williams, David Jones, Thomas Davies, David Rees, John Evans, Margaret Evans, Gabriel Rees, Rees Penry, William Looker, John Looker, Edward Looker and William Bennett on behalf of themselves and all other persons entitled to rights of common over certain waste or common lands in the Manor of Court-y-Carne in the Parish of Llandilo-Talybont in the County of Glamorgan - - - Plaintiffs,

and

Nathaniel Pryce Cameron, John Howells, William Morgan, William Watkins and Thomas Thomas - - Defendants.

Statement of claim.

1. At the dates herein-after mentioned the Plaintiffs were respectively possessed of certain messuages and lands situate and being within the Manor of Court-y-Carne in the parish of Llandilo-Talybont in the county of Glamorgan which said messuages and lands are hereunder set forth.

PARTICULARS.

Owner.	Description of Messuages and Lands.
William Lewis - -	Melin Monach. Gors Monach. Rhydymardy. Mardy Lands. Bryngwyn.
John Gibbs - - -	Llannant and part of Cefnarda.
John Williams - -	Brynyrarad and part of Cefnarda.
Sarah Clement - -	Cefnarda.
Anne Morgan - - -	Penyrheol.
William Williams - -	"
David Jones - - -	"
Thomas Davies - -	"
David Rees - - -	"
John Evans - - -	"
Margaret Evans - -	"
Gabriel Rees - - -	"
Rees Penry - - -	"
William Looker - -	"
John Looker - - -	"
Edward Looker - -	"
William Bennett - -	"

2. By reason of the possession of the said Messuages and Lands within the said Manor the Plaintiffs and their predecessors in title and their respective tenants have at all times enjoyed as of right and without interruption as appendant to their said messuages and lands lying within the said Manor common of pasture for all the commonable cattle levant and couchant in and upon their said lands and common of turbary in respect of their said messuages and also the right of cutting fodder and litter for all their said commonable cattle in and over the waste lands of the said Manor known as Llandilo-Talybont Common at all times of the year and the Plaintiffs respectively by reason of such possession are entitled to such rights as aforesaid.

3. Alternately the Plaintiffs say that they were and are respectively possessed of the messuages and lands described in the particulars to paragraph 1 hereof and situate in the said parish of Llandilo-Talybont and that the occupiers of the said messuages and lands respectively for 30 years before the acts herein-after complained of enjoyed as of right and without interruption common of pasture for all the commonable cattle levant and couchant in and upon the said lands and common of turbary in respect of the said messuages and also the right of cutting fodder and litter for all their said commonable cattle in and over the said Llandilo-Talybont Common at all times of the year as appurtenant to the said messuages and lands of the Plaintiffs.

4. The Plaintiffs also if necessary repeat the allegations of the preceding paragraph with the substitution of "60 years" for "30 years."

5. Alternatively the Plaintiffs also say that they respectively were and are seized in fee of the messuages and lands described in the said particulars and situate in the said parish and that they and all those whose estate they respectively have in the said messuages and lands from time immemorial have enjoyed common of pasture for all commonable cattle levant and couchant in and upon their said messuages and lands and common of turbary in respect of their said messuages and also the right of cutting fodder and litter for all their said commonable cattle in and over the said Llandilo-Talybont Common at all times of the year as to the said messuages and lands of the Plaintiffs respectively appertaining.

6. Alternatively also the Plaintiff William Lewis further says that immediately prior to the dates of the grants hereunder mentioned the owners or occupiers of the messuages and lands hereunder set out used and enjoyed in respect of the said messuages and lands common of pasture for all commonable cattle levant and couchant in and upon their said messuages and lands and common of turbary in respect of their said messuages and also the right of cutting fodder and litter for all their commonable cattle in and over the said Llandilo-Talybont Common at all times of the year and by the grants hereunder mentioned such rights of common as aforesaid were granted to the

Plaintiffs or their predecessors in title in respect of the said messuages and lands.

PARTICULARS.

Owner.	Premises.	Particulars of Deeds in which such Grant was comprised.
William Lewis	Gorsmonach -	Indentures of lease and release dated respectively the 24th and 25th September 1835, the former made between Daniel Morgan of the first part, Morgan Jones of the second part, and Edward Hamlin Adams of the third part; the latter made between the said Daniel Morgan of the first part, the said Morgan Jones of the second part, the said Edward Hamlin Adams of the third part, and Michael Clayton of the fourth part.

7. The Defendant Nathaniel Pryce Cameron claims to be Lord of the said Manor and also claims that he is owner of the said Llandilo-Talybont Common.

8. The Defendants Cameron and Howells between the month of February 1892 and the commencement of this action disturbed the Plaintiffs in the use and enjoyment of their said rights of common by wrongfully marking and pegging off considerable portions of the said common lands. The Defendants Cameron and Howells have stated that such marking and pegging is for the purpose of enclosure and of leasing the said common lands for building purposes.

9. The Defendant Cameron has granted leases of portions of the said common lands to (amongst other persons) the Defendants Morgan Watkins and Thomas Thomas and such Defendants threaten to build on the land so demised to them.

10. The Defendants Cameron and Howell deny that the Plaintiffs are entitled to any rights of common over the said common lands and have committed the act herein-before complained of under a claim of rights and title in that behalf and threaten and intend to lease further portions of the said common land unless restrained from doing so.

11. By reason of the wrongful acts herein-before complained of the Plaintiffs have been prevented from having the use and enjoyment of their said rights of common in so ample and beneficial a manner as they otherwise might and would have done.

THE PLAINTIFFS' CLAIM.

(1.) 100*l.* damages for the wrongs herein-before complained of.

(2.) A declaration that they are entitled to rights of common as aforesaid over the said Llandilo-Talybont Common.

(3.) An injunction restraining the Defendants their servants agents and workmen from enclosing any part of the said common lands and from interfering in any manner with the Plaintiffs' use and enjoyment of their rights of common.

D. VILLIERS MEAGER.

Delivered the 31st day of August 1892, by Riddell Vaizey & Co., of 9, John Street, Bedford Row, London, W.C., Agents for John R. Richards, of 31, Fisher Street, Swansea, Plaintiffs' Solicitor.

Documents handed in by Mr. Osborne Sheppard, at Swansea, Question 23,432, 28*th Day.*

No. 1.—DYFFRYN ESTATE.

Name of Tenant.	Name of Farm.	Area.	1818 Rental.	Present Rental.	Remarks.
		A. R. P.	£ s. d.	£ s. d.	
John Morgan - -	Llandranwr Fawr -	347 0 8	40 0 0	150 0 0	
Ann Morgan - -	„ Uchaf -	63 1 24	2 0 0	30 0 0	
Lewis Lewis - -	Bolgoed Ganol -	46 2 16	4 10 0	27 0 0	
„ - -	„ Isaf - -	82 1 31	4 10 0	50 0 0	
Catherine Harry -	Gwenlais Fach -	93 1 23	2 0 0	60 0 0	
John David - -	Talyfan Fach - -	110 3 27	4 0 0	60 0 0	
Thos. Stepney - -	Tir Penybont - -	11 3 31	8 0 0	—	Built over.
Wm. Llewellyn -	Tir Uchaf-yr-Ynis -	11 3 9	2 0 0	12 5 0	
Wm. Bevan - -	Tir-y-Gof - -	9 3 30	1 5 0	10 0 0	
Dd. James - -	Blaenyrolchfa - -	89 3 23	2 10 0	32 0 0	
Rees Lewis - -	Bryn-y-Maen -	47 1 14	2 0 0	46 10 0 5 0 0	With Tirpenyrheol Pen-y-Bryn.
Jenkin Jenkins - -	Cefn Bettinga Uchaf -	38 2 3	4 0 0	—	
Evan Hopkins - -	Cefn Parc - - -	44 1 31	2 0 0	33 5 0	
Mary Philip - -	Llwyn Meyrick -	106 2 28	6 6 0	66 0 0	
Elizabeth Francis -	Pantybaban and Fagwr	63 3 5	1 0 0	10 0 0 20 0 0	
Wm. Evan - -	Pantycoedcae - -	51 1 13	2 13 4	40 0 0	
M. Jenkins - -	Pant Lassa - -	3 2 25	—	10 0 0	
P. Jones - -	Panty Milwr - -	21 2 19	1 10 0	16 0 0	
Wm. Jones - -	Pen-y-Fedw - -	21 2 15	1 15 0	90 0 0	And Cefn Bettinga.
Jno. Benyon - -	Part do. - -	43 1 19	3 10 0		
H. Llewellyn - -	Tirpenyrheol - -	43 3 2	3 10 0	—	
E. John - -	Kilyrhendref - -	256 1 33	10 0 0	115 0 0	
Wm. Howell - -	Alltwen Isa - -	93 2 16	10 0 0	30 0 0 26 0 0	Wyth.
John Davies - -	„ Ganol -	37 0 18	3 16 0	24 0 0	
Rachael Morgan -	„ Uchaf -	35 0 0	3 0 0	52 0 0	
Rd. Pendrill - -	„ „ - -	62 2 37	4 0 0	25 0 0	
Sarah John - -	Cwm llygoed - -	27 0 4	2 13 0	35 0 0	
Wm. Jones - -	Part of Alltwen -	36 3 34	1 10 0	24 0 0	
Sarah John - -	Bryn Brych - -	60 0 17	3 0 0	20 0 0	
„ - -	Clynydela - -	48 1 10	2 0 0	45 0 0	
		2,030 3 5	138 18 4 *i.e.*, 1*s.* 4*d.* per acre.	1,164 0 0 *i.e.*, 11*s.* per acre.	

No. 2.—Rheola Estate.

1815. Name.	Tenement.	Area.	Let at in 1815.	Valuation made in 1814.	Let at in 1893.	Remarks.
		A. R. P.	£ s. d.	£ s. d.	£ s. d.	
John Davies - -	Nantygleisiad -	91 2 16	37 0 0	60 0 0	11 2 0	Part planted.
,, - -	Tir Aberclydach -	10 2 32	10 0 0	11 4 7	11 4 7	Built on, part planted.*
Samuel Sims - -	Cae Ffoes Domlid -	9 1 3	5 5 0	2 2 8	6 0 0	Estimated.
B. Griffiths - -	Glyncastle - -	474 2 33	4 16 8	244 16 8	212 0 0	
John Jones - -	Drehir - -	180 0 28	8 0 0	88 10 0	100 0 0	
Jenkin Jenkins -	Ynisfach - -	15 1 35	1 0 0	27 3 2	27 3 2	Built over.*
Philip Jones - -	Cae Aberclydach -	12 1 4	2 0 0	11 12 0	18 0 0	
Wm. Morgan -	Gwain Gogofa -	104 0 13	2 10 0	16 12 6	20 0 0	
Richard Thomas -	Hendresarn Isa -	473 2 38	4 0 0	59 4 1	60 0 0	
John Jones - -	,, Uchaf -	369 0 38	10 0 0	40 2 8	20 0 0	Part planted.
Philip Jones - -	Pantycribach -	21 2 0	1 0 0	12 5 10	14 0 0	Estimated.
Evan Morgan -	Argoed y Berth -	120 2 16	15 0 0	20 9 0	37 0 0	
Thos. John - -	Tynycwm - -	305 2 12	7 10 0	49 3 4	35 0 0	
Jno. Llewellyn -	Pantygeifr - -	104 1 25	1 6 8	25 10 2	10 0 0	Part planted.
Jenkin Jenkins -	Glyncastle Issa -	10 0 7	6 10 0	19 8 2	20 0 0	
Wm. Morgan -	Cae Evan Vaughan -	20 2 34	5 0 0	11 3 6	8 0 0	Part built on.
Rees Jenkins -	Wern Fawr - -	14 2 9	3 7 6	6 10 2	8 0 0	Estimated.
Thos. Jones - -	Foelydrêf - -	224 3 21	5 0 0	42 18 1	60 0 0	
Thos. Morgan - -	Blaencamgoed -	265 0 25	3 0 0	36 16 2	20 0 0	
Wm. Llewellyn -	Aberclwyd - -	243 0 16	12 0 0	200 19 11	135 0 0	
Dd. Thomas - -	Maes Cunrig -	500 0 21	5 0 0	153 1 0	100 0 0	Part built on.
Jenkin Jenkins -	Tir Pentwyn -	27 2 5	2 14 0	22 11 0	22 11 0	Built on.*
John Jones - -	Court Mill - -	2 3 13	5 0 0	46 0 6	15 0 0	
Wm. Thomas -	Perthydein - -	4 0 30	1 0 0	2 0 3	2 0 3	Built on, part planted.*
Wm. Morgan -	Kimla - -	76 1 16	—	16 6 1	16 6 1	Planted.
		3,682 3 10	157 19 10	1,226 11 6	988 7 1	

* The amount given in the column for 1893 rentals where there is an asterisk is simply the amount of the 1814 valuation carried forward, as the tenement referred to has been planted or built on.

(*Handed in at Bridgend (30th Day) by Godfrey L. Clark. Question* 25,919.)

Talygarn Estate.

Expenditure for New Buildings and Repairs.

Year.	Rhydtalog.	Description of Expenditure.	Cefnllys.	Description of Expenditure.	Cartreglas.	Description of Expenditure.
	£ s. d.		£ s. d.		£ s. d.	
1875–6	—	——	246 15 0	New buildings.	—	——
1876–7	406 1 4	New buildings.	8 4 9	Ditto.	—	——
1877–8	—	——	—	——	23 8 0	Repairing roof.
1881–2	—	——	—	——	44 15 4	New roofs.
1883–4	—	——	11 1 0	Repairs.	28 10 3	New roofs.
1887–8	—	——	—	——	350 11 10	New house and shed.
1891–2	942 14 4	New house and buildings.	333 0 9	New house, &c.	—	——
	1,348 15 8		599 1 6		447 5 5	

Year.	Llwyndu.	Description of Expenditure.	Wernfawr.	Description of Expenditure.	The Poplars.	Description of Expenditure.
1880–1	—	——	79 0 0	New roof on buildings.	—	——
1882–3	169 18 5	Re-roofing part of house and barn.	—	——	—	——
1884–5	131 11 11	New cow house.	—	——	—	——
1887–8	11 4 9	Repairs.	—	——	—	——
1891–2	50 0 0	New buildings.	—	——	—	——
1892–3	121 3 3	Ditto.	—	——	347 6 0	Repairs to house and buildings.
	483 18 4		79 0 0		347 6 0	

Summary of Expenditure.

	£ s. d.
Rhydtalog - - - - -	1,348 15 8
Cefnllys - - - - -	599 1 6
Cartreglas - - - - -	447 5 5
Llwyndu - - - -	483 18 4
Wernfawr - - - - -	79 0 0
The Poplars - - - -	347 6 0
	£3,305 6 11

Year.	Tenant.	Farm.	Amount allowed.	Total Allowance.
			£ s. d.	£ s. d.
1878	David Thomas -	Talygarn - -	30 0 0	
	George Ball -	Cefnllys - -	30 0 0	
				60 0 0
1879	David Thomas -	Talygarn - -	30 0 0	
	George Ball -	Cefnllys - -	85 0 0	
				115 0 0
1883	Ditto - -	Ditto - -	—	327 0 0
1892	James Bal -	Ditto - -	5 0 0	

Year.	Tenant.	Farm.	Amount Allowed.	Total allowance.
			£ s. d.	£ s. d.
1892	Wm. Charles -	Part of Cefnllys -	3 10 0	
	W. V. Huntley -	Cartreglas -	5 0 0	
	Wm. Robb -	Rhydtalog -	10 0 0	
	Representatives of late Noah Thomas.	Wernfawr - -	6 10 0	
	Thomas Williams	Gellihir - -	2 10 0	
				32 10 0
			£	534 10 0

(Handed in by Mr. Edward Knox, at Bridgend.—(30th Day.)—Question 26,122.

AMOUNT PAID FOR FOOD SUPPLIED TO GAME.

25th March 1891 *to* 24*th March* 1892.

	£	s.	d.
Meal, &c. supplied to pheasants -	152	15	0
Corn ,, ,, ,, -	64	7	0
Sweedes ,, ,, deer -	20	0	0
	237	2	0

25th March 1892 *to* 24*th March* 1893.

	£	s.	d.
Meal, &c. supplied to pheasants -	90	8	11
Corn ,, ,, ,, -	71	0	11
Sweedes ,, ,, deer -	68	10	0
	229	19	10

	£	s.	d.
Total - -	467	1	10

(Handed in by Mr. H. S. Davies, at Cardiff.—Question 26,809.—(31st Day.)

COEDPENMAEN INCLOSURE.

Commissioners' AWARD.

Date of Award, 2nd November 1861;

Confirmed, 4th November 1861.

Now know ye that in pursuance of the said Acts and by virtue of the powers and authorities in me vested I the said E. W. David the valuer as aforesaid do make and declare this to be my award in the matter of the said Inclosure and to this my award I have annexed the Map referred to by my said report.

And I declare that I have set out and appointed and do hereby set out and appoint the following private carriage and occupation roads that is to say:—

One private carriage and occupation road of the width of 15 feet and numbered 30 on the Map annexed commencing at a point A on the said Map and proceeding thence in a north-westerly direction to the point marked B and then proceeding in a westerly direction to and terminating at a point marked A1 on the said Map which said road is set out for the use of the persons interested for the time being in the old inclosure numbered 2090a on the said Map.

And I direct and appoint that the said private carriage and occupation road shall for ever hereafter be maintained and repaired by the owners and proprietors of the said old inclosure numbered 2090a on the said Map.

And no other private carriage and occupation road of the width of not less than 15 feet and numbered 31 on the Map annexed commencing at a point B on the said Map and extending thence in a south-westerly direction to and terminating at a point marked B1 on the same Map which said road is set out for the use of the persons interested for the time being in the old inclosure numbered 2090a on the said Map.

And I direct and appoint that the said private carriage and occupation road shall for ever hereafter be maintained and repaired by the owners and proprietors of the said old inclosure numbered 2090a on the said Map.

And I declare that I have set out and appointed and do hereby set out and appoint the following public footway that is to say:—

One public footway of the width of four feet numbered 19 on the Map annexed commencing at a point marked C on the said Map and extending thence in a south-easterly direction to and terminating at a well at a point marked C1 on the said Map.

And I declare that I have set out and do hereby set out allot and award unto the churchwardens and overseers of the poor of the said Parish of Eglwysilan all those two pieces or parcels of land numbered 1 and 2 on the Map annexed containing respectively 27a. 1r. 25p. and 1a. 3r. 30p. to be held by them and their successors in trust as a place of exercise and recreation of the inhabitants of the said parish and neighbourhood.

And I have also set out and do hereby set out allot and award unto John Boyle of Chancery Lane, in the County of Middlesex, Esquire, and Charles Stuart, of Hubborne Lodge, in the County of Hunts, Esquire, the Lords of the Manor of Senyemth as Devisees in trust under the will of the Most Honourable John Crighton Stuart, Marquis of Bute, and Earl of Dumfries, deceased, all that piece or parcel of land numbered 4 on the said Map and containing 1a. 3r. 35p. And I direct that the fences on all sides thereof shall be made and maintained by the owner or owners for the time being of the said allotment.

And I have also set out and do hereby set allot and award unto the said Lords of the Manor all that piece or parcel of land numbered 11 on the Map and containing 3r. 20p. And I direct that the fence on the north-east side thereof shall be made and maintained by the owner or owners for the time being of the said allotment.

And I have also set out and do hereby set out allot and award unto the said lords of the manor all that piece or parcel of land numbered 18 on the said Map and containing 6a. 2r. 27p. and I direct that the fences on the south-east south-west and north-west sides thereof shall be made and maintained by the owner or owners for the time being of the said allotment. The whole of which said allotments numbered 5 11 and 18 I adjudge and declare to be equal in value to one-fifteenth part of the lands to be enclosed and to be in lieu and in full compensation for the right and interest of the said lords of the manor in the soils of the said lands exclusively of their rights and interests in all mines minerals stone and other substrata under the same.

And I further declare that I do on the request in writing of the said lords of the manor reserve and set out to the said lords all mines minerals stone and other substrata under the lands to be inclosed with full power and authority for them the heirs lessees and assigns and their agents miners and servants at all times hereafter to enter upon all or any part of the said land to search for work and carry away all mines minerals stone and substrata under the said lands and to do all necessary or reasonable acts for the convenient exercise of this power and authority they paying reasonable and adequate compensation to the persons entitled to the surface of such land for damage done to such surface in the exercise of the rights and easements intended to be hereby reserved.

And I further declare that I have set out all the remainder of the said lands to be enclosed among the several persons herein-after named being all the persons interested therein in the shares or allotments following set opposite to their respective names which allotments I have adjudged and determined to be proportionate to the value of the respective rights and interests of such several persons in the said lands that is to say:—

I do set out allot and award unto

	A.	R.	P.
Bassett Richard - - -	10	2	1
Bonvilstone	23	1	25
,,	2	0	37
,,	2	3	24
,,	2	3	6
,,	7	1	17
Bassett Wm. Watkin - - -	9	3	29
Bonvilstone	0	0	15
,,	8	3	25
Dynevor The Honourable George	2	1	2
Rice Rice, Trevor Bawn - -	15	1	6
and Richards Harriett Diana -	0	0	24
Arabella Mary an Infant.			

	A.	R.	P.
Llanover The Right Honourable -	0	0	15
Lord (Llanover) - - -	0	0	34
,,	0	1	0
,,	0	1	9
,,	0	3	12
,,	0	3	9
,,	0	1	7
,,	6	2	11
,,	0	1	36
,,	0	0	33
,,	0	2	1
Windsor The Right Honourable Harriett Bauness (Hewell) -	0	3	14

Duchy of Lancaster.—Manor of Ogmore.

Notes of Special Presentments made at Courts held for the Manor of Ogmore since the year 1793, prior to which date there are no Court Rolls in the possession of the Steward. There are no Special Presentments at any Court earlier than 1812, each Court being headed "Court Leet with a view of Frankpledge Court Baron and Customary Court." *Handed in by Sir Gardner Engleheart, C.B., at Question 27,316 (33rd Day).*

Date.	Place where Courts held.	——
1812.		
May 1 -	Thos. Howell's house, St. Bride's Village.	Presentment that Meeting House erected at Brynmenin on the Common with consent of this Court.
Nov. 16 -	Do. - - -	That Robt. Jenkins, of Ewenny, has carried off soil from a part of the Manor.
1814.		
May 13 -	Thos. Hopkin's house, St. Bride's Village.	That Richard Hoar Jenkins and others encroached on Commons in the Parish of Llangeinor by displacing ancient boundary stones, &c.
Oct. 10 -	Thos. Lewis's house, Ogmore Village.	That road from Tynyfair to Scilly Green has been enclosed.
1815.		
May 22 -	Do. - -	That the old Court-house, called the Exchequer House, belonging to the said Manor, is out of repair, and ought to be repaired by the Lord of the Manor.
		That an ancient highway at Brynmenin has been closed.
1817.		
May 29 -	Do. - -	That Llewellyn Watkins has cut certain pieces of oak timber.
		That Llewellyn Watkins has enclosed land on side of road in the Parish of Llangeinor.
		That Thos. John, of Brynmenin, has built a house and enclosed a garden at Brynmenin.
Oct. 10 -	Do. - -	That there is no pound in the Parish of Llandyfodwg and that the Lord of the Manor is bound to build one there.
1818.		
May 21 -	Do. - -	That the pound at Brynmenin is out of repair.
1820.		
Oct. 11 -	Do. - -	That a wall on the Kyntha at Southerndown was erected by the late Thomas Wyndham, Esq., and that the same is a nuisance and ought to be removed.
1825.		
Oct. 17 -	Thos. Lewis's house, Ogmore Valley.	That R. H. Jenkins, of Llanharran, and others, had enclosed part of Llangeinor Common which enclosure is a nuisance and ought to be removed.
1827.		
Oct. 15 -	Do. - -	That a certain spot of land adjoining Sealawn Farm has been encroached.
1828.		
Oct. 13 -	Do. - -	That the Common pound situate in Parish of Wick is out of repair and ought to be repaired by Lord of the Manor.
1831.		
Oct. 10 -	Do. - -	That Jonas Morgan of the Village of Ogmore is entitled to an encroachment on Ogmore Down, near a barn called "Fleming Down," having been in undisturbed possession for 20 years and upwards, and paid two years chief rent to the Lord.
1833.		
April 15	Do. - -	Several small encroachments.
Oct. 7 -	Do. - -	Encroachments by David Rees and Edward Williams.
1834.		
Oct. 13 -	Do. - -	Encroachments by William Munt, Samuel Thomas, John Morgan, &c. (12 encroachments).
1835.		
April 27 -	Do. - -	That the pounds at Wick and St. Bride's Major are very much out of repair and ought to be repaired.
Oct. 12 -	Do. - -	Seven encroachments.
1836.		
April 25 -	Do - -	That the Commons of the Manor have been irregularly overstocked, and that a number of scabby and diseased sheep are allowed to be on the said Commons, and we request the Steward to direct the haywards of the Manor to impound all such sheep after next shearing time, and they be not released until payment of 2s. 6d. ahead, and that in future that the owners of all sheep sent to the Commons be requested to mark them with letters of 4 inches long.
Oct. 10	Do. - -	That the parishioners of Llandwoduck (*sic*) within this Manor have lately erected a pound at their own expense and that the same should be the Parish pound.

Date.	Place where Courts held.	——
1840		
Oct. 12 -	Thos. Butler's house, Ogmore Valley.	That the Lord of the Manor and Mr. Benjamin Price, of Llantwit Major, have dug and carried away some soil on Ogmore Down for which they are to pay a fine of 6d. each cart load.
		That pigs, the property of some person or persons, have torn the surface of Ogmore Down, being without rings, and that the owners of such pigs should pay a fine of 6d. each pig.
		That the stone table at the Old Court-house has been removed by some person or persons and that the same ought to be replaced.
1841.		
April 19 -	Do. - -	That the haywards of this Manor impound the sheep, horses, and cattle of all persons not occupying any lands within the Manor.
1842.		
Oct. 10 -	Do. - -	That Philip Llewellyn, of the Parish of St. Bride's Major, shoemaker, has built a cart shed adjoining the land of William Jenkins, of Walterstone, Esq., and that the same is an encroachment and ought to be pulled down.
1843.		
Oct. 9 -	Do. - -	Encroachments. Burning lime on Kymny Common, &c.
1845.		
Oct. 13 -	Do. - -	That the pool near Mr. Thomas's land has been encroached and that such encroachment should be removed.
1846.		
April 20 -	Do. - -	That the Manor pounds at Wick, St. Bride's and Llangeinor are out of repair.
1848.		
May 1 -	Do. - -	Encroachment on the Green at Wick by Mr. James Prichard.
1851.		
Oct. 13 -	Do. - -	That Michael Spencer has about 150 sheep on the Common of this Manor, and that he has no right to depasture on the Common, and that the Hayward do give him 14 days' notice to remove the said sheep therefrom.
1854.		
April 24 -	Do. -	Encroachment on part of the Green near Pwll Mortar.
1855.		
April 16 -	Do. - -	That Edward Williams has encroached upon Oldcastle Down by building a cow-house and depasturing sheep and cattle thereon, he being a resident in the Parish of Ewenny.
		That William Phillips is building a cottage on Wick Green.
1856.		
Oct. 13 -	Do. - -	That the representatives of the late Charles Magnus Thomas have encroached by building a wall within a yard of the road at Heolymynydd and quarrying stones, rendering the quarry dangerous to the public.
1857.		
April 20 -	Do. - -	That Mr. William Lewis has leave to build a stable in the quarry near his house at Sealawn, on paying annually for the same the sum of 2s. 6d., also that a yard may be enclosed with the stables.
1858.		
April 12 -	Do. - -	That John Crook has been cutting wood at Brest-y-ffyddog.
Oct. 11 -	Do. - -	That pound at Llangeinor is out of repair, and that Thomas Evans has erected a blacksmith's shop on the west side of the road from Wick to Broughton, and that it ought to be taken down.
1859.		
May 2 -	Do. - -	Encroachments on the Common under the Cnap Twt and on Ogmore Down.
1861.		
April 8 -	Do. - -	That Thomas Preece, William Phillips, William Bowen, Thomas Jenkins, Evan Morgan, Abraham Williams, and James Prichard have carried away a certain quantity of the soil of Green Isaf and the High Green at Wick, and that such persons ought to be made to pay for the same.

Date.	Place where Courts held.	——
1861. Oct. 7 -	Thos. Butler's house, Ogmore, Valley.	That certain persons having sheep on the Ogmore Down marked in a manner not according to the custom of the Manor, and that authority is given to the hayward to collect the sheep together and ascertain if such be the case, and such sheep as have two marks to be disposed of by the owners at once or not allowed to graze the Common in case of non-compliance.
1863. Oct. 19 -	Do. - -	That Mr. Bradley, the agent of Mr. Mogg, has commenced an encroachment adjoining the lands of Mr. Mogg, in the occupation of Evan Morgan.
1865. Oct. 9 -	Do. - -	That Mrs. Blandy Jenkins has encroached upon Llangeinor Mountain by placing boundary stones so as to set up a claim to about 200 acres of the said Common lands, and that such encroachment ought to be resisted by the Lord.
1868. Oct. 5 -	Do. - -	That Cadogan Thomas, of Blackhall, has encroached upon the east and west sides of Shoelake Well, and that the same be taken down.
1869. Oct. 11 -	Mary Hopkins' house St. Bride's Major.	That Hopkin Griffiths has increased his encroachment on Tin Ton Common.
		That Jane Morgan has encroached about 30 yards long and 14 wide between part of Fowyddogg Farm and the river.
1870. Oct. 10 -	Mary Hopkins' house at St. Bride's Major.	That the fence between Abergarw Farm and Kimla Common is out of repair for a distance of about 300 yards, and that the tenants of the Manor are damaged by the tenants of Abergarw driving their stock.
1871. April 17 -	Do. - -	That Thomas Llewelyn and Thomas Williams have encroached upon part of Brest-y-flydd-og.
1871. Oct. 9 -	Mary Hopkins' house at St. Bride's Major.	That T. Llewelyn and T. Williams have increased their encroachments.
1873. April 21 -	Do. - - -	That James Rose has added to the encroachment lately held by William David at St. Bride's Major about 130 yards.
1874. May 18 -	Do. - - -	That the fences belonging to Jenkin Rees, of Ogmore, are out of repair, and that he be requested to repair same.
1876. May 15 -	Do. - -	That David Bowen, of Wallace, is erecting a pigstye in the Pant St. Bride's, and that the same ought to be taken down.
		That the pound of St. Bride's Major is out of repair.
1877. April 30 -	Do. - -	That Thomas Williams, of Ynisawdre, has been encroaching upon the Common by erecting a stable and making a garden.
		That several tenants of the Llast Coal Company have been cutting wood from the plantation" at Cwmgarw for firewood.
		That Thomas Griffith Thomas, "Fox and Hounds," Brynmenin, has been carrying stones from his old cottages and leaving them on the Common.
1878. June 24 -	Do. - -	That Evan Morgan has encroached upon the rights of the manor by continually stopping up the roadway leading to Kimdda Bach, and that proceedings be taken against him.
1889. May 15 -	Mathew Llewelyn's house, St. Bride's Major.	That permission be given Major Mansel for the Severn Volunteer Brigade to encamp and manœuvre on Ogmore Down for a week in July.
		That the quarry on Brest-y-futhog is unfenced and in a dangerous condition.

(Signed) S. H. Stockwood,
Steward of Manor of Ogmore.

January 1894.

Spring Leet, 1894.

The following Minute of the Proceedings of the Courts Leet and Baron of the Manor of Ogmore was subsequently forwarded to the Secretary by Sir Gardner Englcheart, C.B. :—

The Court Leet, with view of Frankpledge and General Court Baron of Our Sovereign Lady the Queen, held on Monday, the Twenty-eighth day of May, One thousand eight hundred and ninety-four, at the house of Mary Llewellyn ("The Pelican Inn") situate in the Parish of Ogmore, in the County of Glamorgan, before Samuel Henry Stockwood, Gentleman Steward of the said Manor.

Jurors of Our Lady the Queen and Jury of Homage.

J. J. D. Nicholl,
David Leyshon,
R. T. Davis,
Evan David,
Thomas Evans (Wick),
Llewellyn Yorath,
David Bowen,
John Hopkin (St. Brides),
William Hopkin (St. Brides),
Edward William,
Jenkin Rees (Ogmore),
Thomas John (St. Brides),
Geo. E. Robinson (Ogmore Down),
} Sworn.

Bailiff—John Matthews.

Constables and Haywards.

Wick.—Thomas Evans.
Saint Brides.—Major William Hopkin.
Sutherndown.—Evan David.
Llandevoduck.—David Leyshon.
Llangeinor.—David Leyshon.
Llanphey.—David Bowen.
Ynisawdre.—Herbert Thomas.

The Jurors being sworn and charged do say and present that sundry persons owing suit and service to this Court have made default in their appearance here this day, and for whose names they refer themselves to the Suit and Resiant Rolls of the said Manor.

The Jury present that John Ricketts has moved his fence adjoining Ogmore Downs, and ploughed a piece of the Common, and the Bailiff is directed to inquire into the encroachment and require the fence to be reinstated.

The Jury present that a Quarry is opened at Brest-y-Ffwythog by John W. Morgan, of Bridgend, and that the same is unfenced, and that North's Navigation Company are working a Quarry on Rhiew Gladir, and that the same is unfenced and dangerous.

The Bailiff was directed to see the persons responsible, and get the fences made.

Mr. Verity called attention to the surface of Common, which was being decreased by the working of Pant Mawr Quarry. After hearing evidence the Jury decided that no sufficient damage was proved to warrant any presentment.

The Jury present that Mary Griffiths has fenced a piece of the Common alongside the Road at Craig Talyvan, and used barbed wire to the damage of the Commoners' Cattle, and such fence ought to be removed. The Bailiff was directed to have the fence removed.

The Jury state that it is, and has for many years been, the custom for any resident in the Parish of Saint Brides Major, who shall occupy a house, to have the right of Common sans number.

The Jury having heard a complaint by Mr. Verity that poor Commoners were unable to pasture their sheep on the Common, present that there is no ground for such complaint.

We, the said Jury, continue all former presentments.

The following Constables and Haywards were appointed:—For Southerndown, Evan David. Llanphey, David Bowen.

(Signed) David Leyshon, × by mark.
R. T. Davies.
Thomas Evans Wick.
Llewellyn Yorath.
David Bowen.
John Hopkin.
Wm. Hopkin.
Thos. John.
Evan David.
Edward Williams, × by mark.
Jenkin Rees, × by mark.
J. J. D. Nicholl.
G. E. Robinson.

CROWN LANDS.

Returns handed in or referred to by Mr. J. Russell Sowray, of Her Majesty's Woods and Forests Department (34th Day).

I.—A SCHEDULE of CROWN FARMS and SMALL HOLDINGS in WALES, 1893.—(Question 27,464.)

Tenants.	Name and Situation of Farm.	Acreage.	Term.	Rent.	Tithe, (last year's).	Abatements of Rent and Changes in Tenancy since 1880.	Expenditure by Crown on Buildings, &c. since 1880.	Remarks.
J. Powell Jones	Sychnant Farm, Maentwrog Parish, Co. Merioneth.	A. R. P. 101 3 39	21 years from 10th October 1891.	£ s. d. 45 0 0	£ s. d. 1 2 10	In 1880 Ellen Roberts was tenant at 50*l.* per annum. In 1881, however, the farm was occupied under her by David Jones, and in 1885 it was let to him at a rent of 40*l.* on a yearly tenancy. Mrs. Roberts was allowed 20 per cent. off rent for two years to 10th October 1882, and again for two years to 10th October 1885, and D. Jones was allowed 10 per cent. in each of three years, 1888 to 1890. The present tenant was allowed 5 per cent. off rent to 10th October 1892, and it is proposed to request Treasury authority for an allowance of 10 per cent. off rent to 10th October 1893.	Since 1880 the sum of 396*l.* 18*s.* 9*d.* has been expended by the Crown in repairing and partially rebuilding the farmhouse and buildings, and in fencing and draining. Drainage works are now going on, and the sum of 33*l.* 8*s.* further has to be expended by the Crown to complete the estimate.	The abatements of rent were asked for on the ground of bad seasons, agricultural depression, and fall in prices. The present lease contains no reference to the Agricultural Holdings Act. The lessee pays all the rates and taxes, except tithe and the landlords' property tax. *Conditions of Cultivation.*—Lessee to pay 40*l.* per acre for meadow or pasture land broken up without Lessor's consent. To repair and keep repaired and to insure buildings and to cultivate the land in a good husbandlike manner. To consume on the premises all hay straw chaff and fodder produced thereon and at the end of the tenancy to leave on the premises the unconsumed hay, &c. being paid for the same. And also to consume on the premises all root and green crops grown thereon and all feeding stuff brought on the premises. To pay 5*l.* for every load of produce of the premises or of dung or manure carried off the premises without Lessor's consent. Until forbidden by notice the tenant may sell and carry off the premises hay and wheat straw (except the produce of the last two years) not exceeding half the produce in any year on condition of bringing back on the premises within 6 months one-half of the market value of the hay and straw sold in manure approved by the Lessor or three-fourths in value of feeding stuff not produced on the holding and approved by the Lessor. To spread manure produced on premises over the land. Not to cultivate the land with hemp flax teasles or other exhausting crops nor leave for seed on the premises a greater quantity of turnips rape mustard rye grass &c. than may be necessary for seeding the farm from year to year without consent of Lessor. Not to cut for hay any of the pasture lands demised and not to cut for hay more than once in the year the meadow land and after every second crop of hay to spread not less than 10 cartloads of dung or other manure per acre on the land. Not to cultivate during the last two years of the tenancy more than one-half the arable land with any white straw crops including wheat oats barley and rye and not to cultivate in the last year of the tenancy with any such crops any part cultivated with such crops in the preceding year nor plant any field with potatoes more than once during such last two years. The Lessee not to be entitled at the end of the tenancy to any payment allowance compensation or "rights founded upon the custom of the district." (*Note.*—The words as stated here are quoted from the lease.)
Wm. Roberts	Hafod y Wern Farm, Llanwnda Parish, Co. Carnarvon.	160 0 0	Yearly tenancy from 10th October 1888.	60 0 0	3 17 6	The property was bought by the Crown in 1888. 10 per cent. was allowed off rents for year to 10th October 1892, and it is proposed, subject to Treasury approval, to make an allowance of 15 per cent. off the rents of these five farms for year to 10th October 1893.	Since 1888, when these five small farms came into the hands of the Crown, the sum of 302*l.* 19*s.* 10*d.* has been spent upon them in repairs and alterations to the houses and buildings, and in fencing and drainage. And it has now been decided with Treasury authority to provide additional farm buildings at Hafod y Wern and Tyddyn Sir Hugh Farms, at an estimated cost of 300*l.*	The abatement in the rents of these five farms has been asked for on the ground of bad seasons, agricultural depression, and fall in prices. The tenancy agreements state that the 33rd section of the Agricultural Holdings Act is not to apply. The tenants pay all the rates and taxes, except landlord's property tax. The Crown pays the tithe, but it is afterwards repaid by the tenants in accordance with covenants in the agreement entered into before the recent Tithe Act. *Conditions of Tenancy.*—The documents under which the tenants of these five farms hold of the Crown are annual tenancy agreements and there are no special conditions in them as to cultivation. It is provided generally that the land shall be properly managed and cultivated and kept and left clean and in good heart and condition.
John Griffiths	Tyddyn Sir Hugh Farm, do. do.	116 3 33	Do. do.	50 0 0	2 8 0			
J. D. Jones	Pentre Farm do. do.	23 0 19	Do. do.	22 0 0	1 5 0			
John Williams	Pentre Bach Farm do. do.	25 2 20	Do. do.	18 0 0	0 10 4			
Richard Roberts and Barbara Jones.	Pandy Farm do. do.	10 2 37	Yearly tenancy from 5th April 1889.	13 0 0	0 12 0	First let to S. R. Williams from 10th October 1888, but given up by him in six months and let to present tenants.		

A Schedule of Crown Farms and Small Holdings in Wales, &c.—*continued.*

Tenants.	Name and Situation of Farm.	Acreage.	Term.	Rent.	Tithe, (last year's).	Abatements of Rent and Changes in Tenancy since 1880.	Expenditure by Crown on Buildings, &c. since 1880.	Remarks.
		A. R. P.		£ s. d.	£ s. d.			
Hugh Hughes -	Land on Mynydd Poeth, in the Parish of Cerrigydruidion, Co. Denbigh.	126 2 22	21 years from 10th October 1891.	16 0 0	—	In the year 1880 this land was in lease to the Misses Jane and Catherine Hughes at a rent of 16*l.* for a term of 21 years, which expired on 10th October 1883. It was let to Miss Catherine Hughes on an annual tenancy from 10th October 1883 at 18*l.* per annum, but from 10th October 1887 a new agreement at the reduced rent of 12*l.* was entered into, and for the year to 10th October 1887 the reduced rent of 12*l.* was accepted. The rent was reduced on the ground of the fall in the price of sheep, and because the land had decreased in value. The present tenant's lease runs from 10th October 1891, at an annual rent of 16*l.* No further abatements than that mentioned above.	None. No buildings - - -	All rates and taxes, except landlord's property tax, are payable by the Lessee. There appears to be no tithe, the land was formerly waste, and was allotted to the Crown under an Inclosure Act. There is no reference to the Agricultural Holdings Act in the lease. *Conditions of Cultivation.*—Lessee to pay a rent of 40*l.* per acre for all pasture or meadow land ploughed or broken up without Crown's consent. To cultivate and manage the arable land in a good and husbandlike manner and to keep and leave the same properly manured and in good heart and condition and not to break up the pasture or use the same for any other purpose than as pasture land nor erect any building without consent of Lessor.
Margaret and David Owen.	The Llaneilian Allotment, Co. Denbigh.	20 0 0	20¾ years from 5th January 1883.	6 0 0	—	3*l.* was accepted instead of 4*l.* 10*s.* as rent for first three-quarter year of term of current lease. 10 per cent. abatement granted in each of three years ending 10th October 1889, 5 per cent. abatement for year to 10th October 1892, and 10 per cent. abatement for year to 10th October last. Asked for on ground of agricultural depression. (*See* last column.)	Do. do. - - -	No special clauses as to cultivation in lease. The land was held in 1880, and up to the date of the present lease, by John Owen, under an annual tenancy, at rent of 3*l.*
E. O. Partridge - -	Two allotments of mountain land, in the Parishes of Llanddwywe and Llanelltyd, Co. Merioneth, forming the Cefn Cam Allotments.	95 1 6 221 0 0	7 years from 10th October 1889.	13 0 0	—	The rent was remitted for the first quarter of Jones' lease, as he did not take possession till February 1883. No other abatements asked for or granted. (*See* last column.)	Do. do. - - -	No special provisions as to cultivation. Early in the year 1880 the tenancy which was then subsisting was put an end to, and the Crown recovered possession of the land, the rent being in arrear. Arrears discharged. From this date to 10th October 1882 the land was unlet. From the 10th October 1882 up to date of present lease the land was held in lease by R. Jones at a rent of 8*l.* per annum.
Representatives of John Evans.	Morfa Bocas Allotment, Llanelly, Co. Carmarthen.	23 3 0	Yearly tenancy from 5th April 1884.	5 0 0	—	No abatements applied for or granted. (*See* last column.)	Do. do. - - -	No special clauses as to cultivation. In 1880 the land was held under an annual tenancy at a rent of 3*l.* by Mrs. John Jones.
J. Lloyd Thomas -	Pinged Marsh Allotment, Pembrey, Co. Carmarthen.	13 1 25	21 years from 10th October 1891.	15 0 0	—	Rent reduced from 12*l.* 12*s.* per annum from 10th October 1886 to 10th October 1891. Reduction applied for on account of agricultural depression and fall in prices. No further abatements applied for or granted. In 1880 this land was held on an annual tenancy by the Misses Humphreys at a rent of 13*l.* 10*s.* This tenancy came to an end, and the land was let to J. Lloyd Thomas at a rent of 14*l.* on an annual tenancy as from the 5th April 1884 up to the date of his lease.	Do. do. - - -	Covenant not to use land for any other purpose than as grazing land, and to keep and leave it in good condition.

II.—Return referred to by Mr. Sowray. (Questions 27,486–8.) Being an Extract from the Appendix to the Report from the Select Committee on Woods and Forests, 1889, p. 310.

Paper handed in by Mr. George Culley, 26th July 1889.

Wales.—Crown Revenue.

Estimate of Area of Lands in which the Crown possesses Mineral Rights.

	Unenclosed Waste Land still belonging to the Crown. 1.			Lands, formerly Crown Land, which have been sold since 1788, subject to a Reservation of Mineral Rights (excluding Allotments under Inclosures). 2.			Lands divided and allotted under Inclosure Acts of Parliament, subject to a Reservation of the Crown Mineral Rights (including Crown Allotments). 3.			Total. 4.		
	A.	R.	P.	A.	R.	P.	A.	R.	P.	A.	R.	P.
North Wales.												
Anglesea	—			1,992	0	30	4,032	0	0	6,024	0	30
Carnarvon	8,288	3	5	10,986	3	12	31,649	0	0	50,924	2	17
Denbigh	8,377	2	22	12,038	2	31	43,093	0	0	63,509	1	13
Flint	1,306	1	26	2,773	2	39	8,134	0	0	12,214	0	25
Merioneth	15,321	0	0	31,745	2	30	46,885	0	0	93,951	2	30
Montgomery	—			1	2	12	—			1	2	12
South Wales.												
Brecon	—			0	3	28	—			0	3	28
Cardigan	26,476	2	3	15,572	1	1	13,021	0	0	55,069	3	4
Carmarthen	13,071	3	36	2,454	3	26	7,987	0	0	23,513	3	22
Glamorgan	—			498	3	32	—			498	3	32
Pembroke	—			243	1	30	—			243	1	30
Radnor	11,266	0	28	12,273	1	31	34,897	0	0	58,436	2	19
Monmouth	2	0	0	280	2	19	130	0	0	412	2	19
	84,110	2	0	90,863	1	1	189,828	0	0	364,801	3	1

Notes.

Column 2 does not include those lands which, after being sold, were divided and allotted; they are included under Column 3.
Column 3 does not include the lands inclosed, the minerals under which were afterwards sold by the Crown; they are follows:—

Denbigh	135 acres.
Brecon	40,000 „
	40,135

III.—Schedule of Inclosures of Waste Land in Wales in which the Crown claims to be Interested in the Minerals. (Question 27,561.)

Act. Session.	Act. Year.	Situation of Waste.	Crown's Allotment of Surface. Proportion.	Crown's Allotment of Surface. Extent.	Minerals, &c.	Award where deposited.	Observations.
				A. R. P.	Co. ANGLESEA.		
28 Geo. III. c. 71 -	1788	Malldraeth and Corsddangan Marsh.	1/16th	195 0 29	Not reserved - - - -	Clerk of Peace for County - -	All sold by Inclosure Commissioners to defray expenses.
52 Geo. III. c. 169 -	1812	Llangefni, Llanddyfnan, Pentraeth, and Cerrigceinwen (Parishes).	1/20th	71 2 9	Reserved to Crown without reference to surface damage.	Llangefni Church and in Courts of Westminster, or with Clerk of Peace for County.	
54 Geo. III. c. 161 -	1814	Llandisilio and Llaneilian (Parishes).	1/18th	—	Reserved in Parish of Llandisilio to Lord of Manor without reference to surface damage.	Parish Churches and with Clerk of Peace for County, or in Courts of Westminster.	The Bishop of Bangor is recited as Lord of Manor of Treffos comprising Parish of Llandisilio. Owner of soil, &c. in Parish of Llaneilian is not recited but Crown's rights saved.
55 Geo. III. c. 37 -	1815	Llangeinwen and Llanbedr Newborough (Parishes).	1/20th	184 1 28	Reserved to Crown without reference to surface damage.	Parish Churches and with Clerk of Peace for County, or in Courts of Westminster.	
					Co. CARNARVON.		
42 Geo. III. c. 30 -	1802	Rhoshirwaun in Parishes of Aberdaron, Llanfaelrhys, and Bryncroes.	1/20th	50 2 0	Reserved to Crown. Surface damage to be provided for by rate.	Parish Churches and with Clerk of Peace for County.	
46 Geo. III. c. 29 -	1806	Llandeniolen (Parish) - -	1/15th to Lord.	—	Reserved to Crown and Mr. Assheton Smith. Surface damage to buildings to be provided for by persons doing injury.	Clerk of Peace for County or in Courts of Westminster.	Mines royal and lead and tin reserved to the Crown.
46 Geo. III. c. 36 -	1806	Llanrug and Llanbeblig - -	—	—	Not mentioned - - - -	Clerk of Peace for County or in Courts of Westminster.	Saving clause. Crown rights not affected by inclosure.
48 Geo. III. c. 71 -	1808	Llanbedrog, Llanfihangel Bachelleth, Llangian, and Llaniestyn (Parishes).	1/20th	18 1 6 and £ s. d. 115 5 1½	Reserved to Crown and Bishop of Bangor, subject to liability for surface damage.	Clerk of Peace for County or in Courts of Westminster.	
51 Geo. III. c. 49 -	1811	Aberdaron (Parish) - -	1/20th	A. R. P. 92 3 19	Reserved to Crown and Bishop of Bangor, subject to liability for surface damage.	Denio Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
52 Geo. III. c. 70 -	1812	Penmorfa, Dolbenmaen, and Llanfihangel y Pennant (Parishes).	1/20th	293 0 11	Reserved to Crown subject to liability for surface damage.	Penmorfa Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
52 Geo. III. c. 75 -	1812	Nevin, &c. (Parish) - -	1/20th	488 2 8	Reserved to Crown and Sir R. Williams, Bart., subject to liability for surface damage.	Parish Church, &c. and in Courts of Westminster, or with Clerk of Peace for County.	
					Cos. CARNARVON and DENBIGH.		
52 Geo. III. c. 68 -	1812	Llanrwst (Parish) - -	1/20th	386 1 29	Reserved to Crown and others subject to liability for surface damage.	Llanrwst Church and Clerk of Peace for County of Denbigh, or in Courts of Westminster.	

SCHEDULE of INCLOSURES of WASTE LAND in WALES, &c.—*cont.*

Act. Session.	Act. Year.	Situation of Waste.	Crown's Allotment of Surface. Proportion.	Crown's Allotment of Surface. Extent.	Minerals, &c.	Award where deposited.	Observations.
6 & 7 Vict. c. 14 -	1843	Eglwysrhos, Llandudno, Llangwstenin, and Llandrillo (Parishes).	1/20th	A. R. P. 31 0 4	Reserved to Crown and others, subject to liability for surface damage.	Respective Parish Churches and Clerks of Peace for Counties of Carnarvon and Denbigh.	
				Co. DENBIGH.			
42 Geo. III. c. 69 -	1802	Henllan (Parish) - -	1/20th	109 0 3	Reserved to Crown, surface damage to buildings to be provided for by persons doing the injury.	Henllan Church and in Courts of Westminster, or with Clerk of Peace for County.	
42 Geo. III. c. 113 -	1802	Yskeibion in Llanynys (Township) (Parish).	1/20th	30 3 15	Reserved to Crown, surface damage to buildings to be provided for by persons doing the injury.	Llanynys Church and in Courts of Westminster, or with Clerk of Peace for County.	
48 Geo. III. c. 16 -	1808	Minera in Wrexham (Township) (Parish).	1/20th	12 0 2	Reserved to Crown and Earl Grosvenor (excepting quarries), subject to liability for surface damage.	Wrexham Church and in Courts of Westminster, or with Clerk of Peace for County.	Crown's Manorial rights saved, by a subsequent Act Earl Grosvenor was released from this liability.
48 Geo. III. c. 83 -	1808	Abergele (Parish) - -	1/20th	122 2 15 reduced by exchanges to 118 2 1	Reserved to Crown and Bishop of Bangor, subject to liability for surface damage.	Abergele Church and with Clerk of Peace for County, or in Courts of Westminster.	
48 Geo. III. c. 131 -	1808	St. Asaph (Parish) - -	1/20th	1 0 20	Reserved to Crown, subject to liability for surface damage and to rights of owners of Franchise of Rhuddlan and Lordships of Uwchterfyn and Isterfyn.	St. Asaph Church and Clerk of Peace for County, or in Courts of Westminster.	
49 Geo. III. c. 129 -	1809	Bettws Abergele (Parish) -	1/20th	95 3 2	Reserved to Crown, subject to liability for surface damage.	Bettws Abergele Church and Clerk of Peace for County, or in Courts of Westminster.	
52 Geo. III. c. 125 -	1812	Eglwysfach, Llansaintffraid Glan Conway, and Llanelian Yn Rhos (Parishes).	1/20th	227 0 20	Reserved to Crown and Bishop of St. Asaph, without reference to surface damage.	Parish Churches and Clerk of Peace for County, or in Courts of Westminster.	
54 Geo. III c. 61 -	1814	Llanrhaiadr in Kinmerch (Parish).	1/20th	332 0 26	Reserved to Crown. Damage to buildings, &c. to be provided for by persons doing the injury.	Llanrhaiadr Church and Clerk of Peace for County, or in Courts of Westminster.	
57 Geo. III. c. 35 -	1817	Common Wood in Borough of Holt (stinted pasture).	1/20th of proceeds of sales.	Nil.	Reserved to Crown, without reference to surface damage.	With records of Borough - -	The provisions of this Act were not carried into effect, but the land has been subsequently dealt with under the General Inclosure Act, and 326*l.* awarded to Crown. Mines, &c. reserved subject to compensation. *Vide* Act 11 & 12 Vict. c. 99 (1848) s. 15.

SCHEDULE of INCLOSURES of WASTE LAND in WALES, &c.—*cont.*

Act. Session.	Act. Year.	Situation of Waste.	Crown's Allotment of Surface. Proportion.	Crown's Allotment of Surface. Extent. A. R. P.	Minerals, &c.	Award where deposited.	Observations.
					Cos. DENBIGH AND FLINT.		
33 Geo. III. c. 92 -	1793	Llanferres and Kilken (Parishes)	1/20th	555 0 18	Reserved to Crown and Earl Grosvenor, (excepting quarries). Surface damage to be provided for by a rate.	Llanferres and Kilken Churches and Clerks of Peace for Counties of Denbigh and Flint.	
39 & 40 Geo. III. c. 116.	1800	Ysceifiog and Nannerch (Parishes).	1/20th	249 1 3	Reserved to Crown and Earl Grosvenor. Surface damage to be provided for by a rate.	Ysceifiog and Nannerch Churches and Clerk of Peace for County of Flint.	
51 Geo. III. c. 118. -	1811	Llanarmon, Llandegla, and Bryneglwys (Parishes).	1/20th	477 0 8	Reserved to Crown, Earl Grosvenor, and others without reference to surface damage.	Parish Churches and Clerk of Peace for County, or in Courts of Westminster.	
					Co. FLINT.		
39 & 40 Geo. III. c. 120.	1800	Whitford (Parish) - -	1/20th	7 1 26	Reserved to Crown and others. Surface damage to be provided for by rate.	Whitford Parish Church and Clerk of Peace for County.	
47 Geo. III. c. 62 -	1806–7	Rhuddlan, St. Asaph, Dyserth, and Cwm (Parishes).	1/18th	Nil.	Reserved to Crown, subject to liability for surface damage.	Rhuddlan Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	The Crown did not receive any allotment under this Act.
49 Geo. III. c. 130 -	1809	Caerwys (Parish) - -	1/20th	30 2 10	Reserved to Crown and others, subject to liability for surface damage.	Caerwys Parish Church, Clerk of Peace for County, or in Courts of Westminster.	
50 Geo. III. c. 139 -	1810	Dymeirchion (Parish) - -	1/20th	55 3 0	Reserved to Crown and others without reference to surface damage.	Dymerchion Parish Church, Clerk of Peace for County, or Courts of Westminster.	
51 Geo. III. c. 117 -	1811	Newmarket and Cwm (Parishes)	1/20th	36 2 29	Reserved to Crown and others without reference to surface damage.	Parish Churches, Clerk of Peace for County, or Courts of Westminster.	
51 Geo. III. c. 149 -	1811	Llanasa (Parish) - -	1/20th	4 0 4	Reserved to Crown and others without reference to surface damage.	Llanasa Parish Church and Clerk of Peace for County.	
53 Geo. III. c. 69 -	1813	Flint (Township) - - -	1/20th	13 0 26	Reserved to Crown, Earl Grosvenor, and Sir T. Hanmer without reference to surface damage.	Flint Church, Clerk of Peace for County, or Courts of Westminster.	
7 Geo. IV. c. 17 -	1826	Loughton (Township), Northop (Parish).	1/20th	6 3 22	Reserved to Crown, Earl Grosvenor, and Sir T. Hanmer, subject to liability for surface damage.	Northop Parish Church and Clerk of Peace for County.	
					Co. MERIONETH.		
45 Geo. III. c. 68 -	1805	Faenol (Township), Towyn (Parish).	1/20th	30 0 0	Reserved to Crown, subject to liability for surface damage.	Towyn Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
46 Geo. III. c. 21 -	1806	Llandanwg and Llanfihangel y Traethau (Parishes).	1/20th	75 0 9	Reserved to Crown, subject to liability for surface damage	Llandanwg Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	

SCHEDULE of INCLOSURES of WASTE LAND in WALES, &c.—*cont.*

Acts.		Situation of Waste.	Crown's Allotment of Surface.		Minerals, &c.	Award where deposited.	Observations.
Session.	Year.		Proportion.	Extent.			
				A. R. P.			
46 Geo. III. c. 51 -	1806	Gwyddelfynydd (Township). Towyn (Parish).	1/20th	6 1 8	Reserved to Crown, subject to liability for surface damage.	Towyn Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
49 Geo. III. c. 66 -	1809	Nannau uwch'r Afon, Nannau-is'r Afon, and Llanelltyd (Townships). Llanfachreth and Llanelltyd (Parishes).	1/20th	710 0 0	Reserved to Crown, subject to liability for surface damage.	Llanfachreth Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
50 Geo. III. c. 56 -	1810	Llanaber, Llanddwywe, Llanenddwyn, Llanbedr, and Llanfair.	1/20th	1,017 2 21	Reserved to Crown, subject to liability for surface damage.	Llanenddwyn Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
51 Geo. III. c. 162 -	1811	Dolgelley and Llangelynin (Parishes).	1/20th	896 0 18	Reserved to Crown and others, subject to liability for surface damage.	Dolgelley Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
					Co. BRECKNOCK.		
55 Geo. III. c. 190 -	1815	Brecknock Forest - -	½	13,760 0 0	Reserved to Crown, subject to liability for surface damage.	Clerk of Peace for County - -	Crown's interest in the minerals, &c. within the forest sold with Crown's Surface Allotment in 1820.
					Co. CARMARTHEN.		
47 Geo. III. c. 37 -	1806–7	St. Clears, Manor Borough, &c. -	1/10th	15 0 27	Not mentioned - - - -	Not mentioned - - -	Crown not mentioned.
52 Geo. III. c. 62 -	1812	Llanfynydd, Llanegwad, Llangathen, and Llanfihangel Kilvargan (Parishes).	1/20th	61 1 9	Reserved to Crown, subject to liability for surface damage.	Llanfynydd Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
57 Geo. III. c. 63 -	1817	Llandilofawr and Talley (Parishes)	1/20th	17 2 0	Reserved to Crown, subject to liability for surface damage.	Llandilofawr Parish Church, and in Courts of Westminster, or with Clerk of Peace for County.	
					Co. CARDIGAN.		
52 Geo. III. c. 61 -	1812	Llanrhystid, Llansaintfraed Llanbadarn trefeglwys, and Kilkennin (Parishes).	1/20th	145 2 0	Reserved to Crown, subject to liability for surface damage.	Llanbadarn trefeglwys Parish Church and in Courts of Westminster, or with Clerk of Peace for County.	
55 Geo. III. c. 81 -	1814	Gwnws, Lledrod, Llangrwython, Llanilar, Rhostie, Llanddinol, Llanychaiarn (Parishes); and Llanrhystid Mevenidd (Township) in Llanrhystid (Parish).	1/20th	Nil	Reserved to Crown, subject to liability for surface damage.	Llanrhystid, Lledrod, and Llanilar Parish Churches, and in Courts of Westminster, or with Clerk of Peace for County.	Inclosure not carried into effect.

SCHEDULE of INCLOSURES of WASTE LAND in WALES, &c.—*cont.*

Act.		Situation of Waste.	Crown's Allotment of Surface.		Minerals, &c.	Award where deposited.	Observations.
Session.	Year.		Proportion.	Extent.			
				A. R. P.	Co. RADNOR.		
50 Geo. III. c. 116 -	1810	Gladestry and Colva (Parishes)	1/20th	46 1 0	Reserved to Crown subject to liability for surface damage.	Gladdesty and Colva Parish Churches and with Clerk of Peace for County.	
52 Geo. III. c. 44 -	1812	Pilleth (Parish) - -	1/20th	36 0 6	Reserved to Crown without reference to surface damage.	Pilleth Parish Church and with the Clerk of Peace for County.	
53 Geo. III. c. 150 -	1813	Gascob (Parish). Ednol and Kinnerton (Townships).	1/20th	121 2 22	Reserved to Crown without reference to surface damage.	One of the Parish Churches of Gascob and Old Radnor, and with Clerk of Peace for County.	
9 Geo. IV. c. 48 -	1828	Rhayader (Manor and Borough)	1/20th	5 0 21	Reserved to Crown without reference to surface damage.	Rhayader Church - - -	Copy award and plan to be furnished to Commissioners of Woods, &c.
3 & 4 Vict. c. 16 -	1840	Saint Harmon, Nantmel, Llanyre, and Llanfihangel Helygau (Parishes).	1/15th to Lord	—	Reserved to Crown (excepting quarries) subject to liability for surface damage.	Llanyre Parish Church and with Clerk of Peace for the County.	In Manors of Uwchcoed, Iscoed, and Rhyallan, sold to J. Watt in 1826 with all rights, &c., including quarries but excepting all mines and minerals with as full power to enter and work as if the sale had not been made.
7 Vict. c. 6 - -	1844	Faringdon and Cwmgilla (Manors or Lordships).	1/14th to Lord	—	Reserved to Crown subject to liability for surface damage.	Llanyre Parish Church and with Clerk of Peace for the County.	In Manors of Faringdon and Cwmgilla, sold to E. Rogers in 1826, excepting all mines, minerals, and quarries with as full power to enter and work as if the sale had not been made.
7 & 8 Vict. c. 8 -	1844	Bleddfa and Llangunllo (Parishes)	1/14th to Lord	—	Reserved to Crown (excepting quarries) subject to liability for surface damage.	Clerk of Peace for the County - -	In Manors of Bleddfa and South Ruralt. Latter sold to E. Rogers in 1826, including quarries, but excepting all mines and minerals with as full power to enter and work as if the sale had not been made.

IV.—Inclosures of Waste Lands in which the Crown claims to be interested carried out under the provisions of the General Inclosure Acts (Act 8 & 9 Vict. c. 118, &c.). (Answer 27,561.)

Annual Inclosure Act.		Situation of Wastes.	Crown's Allotment of Surface.		Minerals, &c. within the Lands enclosed.	Awards and Plans.	Observations.
Session.	Year.		Proportion.	Extent.			
11 & 12 Vict. c. 109	1848	Discoyd Hill, Radnor	1/20th	A. R. P. 4 1 0	Reserved to Crown with power, &c. to enter and work subject to liability for surface damage.	Copies obtained.	
12 & 13 Vict. c. 57	1849	St. Harmon, Radnor	—	—	Belongs to the Crown (excepting quarries) with full power to enter and work.	Do.	The Crown had disposed of its interest in the soil and surface of these lands.
12 & 13 Vict. c. 57	1849	Creigbyther, Radnor	1/16th	142 2 16	Reserved to Crown with power to enter and work, subject to liability for surface damage.	Do.	
13 Vict. c. 8	1850	Common Wood, Denbigh	1/20th	£ s. d. 326 0 0	Do. do.	Do.	
13 Vict. c. 8	1850	Llanbedr y Cenin, Carnarvon	1/20th	A. R. P. 20 1 17	Do. do.	Do.	
13 Vict. c. 8	1850	Caerhyn, Carnarvon	1/20th	293 0 18	Do. do.	Do.	
13 & 14 Vict. c. 66	1850	Llanycrwys, Carmarthen	1/16th	54 0 28	Do. do.	Do.	
13 & 14 Vict. c. 66	1850	Pencarreg, Carmarthen	1/16th	210 3 20	Do. do.	Do.	
15 Vict. c. 2	1852	Undy, Monmouth	1/16th	10 0 21	Do. do.	Do.	
15 Vict. c. 2	1852	Nantglyn, Denbigh	1/16th	208 2 33	Do. do.	Do.	
16 & 17 Vict. c. 120	1853	Knighton, Radnor	1/16th	5 1 7 and £ s. d. 13 8 4	Do. do.	Do.	
16 & 17 Vict. c. 120	1853	Llanfihangel Ieoth, Carmarthen	1/16th	A. R. P. 28 3 35	Do. do.	Do.	
16 & 17 Vict. c. 120	1853	Llanfair Mountain, Cardigan	1/14th	£ s. d. 171 3 7	Do. do.	Do.	The Crown had disposed of its interest in the soil and surface of the greater part of these lands.
16 & 17 Vict. c. 120	1853	Cerrig y druidion, Denbigh	1/16th	A. R. P. 260 2 19	Do. do.	Do.	
19 & 20 Vict. c. 106	1856	Llangeitho Common, Cardigan	—	*See* observation.	Do. do.	-	The allotment was set out to the owner of the soil.
21 & 22 Vict. c. 61	1858	Rhosygarth, Cardigan	1/12th	9 0 20	Do. do.	Do.	
22 & 23 Vict. c. 47	1859	Holyhead, Anglesea	—	—	Reserved to the Crown	-	The evidence was not considered sufficient to support the Crown's claim to the soil of these lands.
23 Vict. c. 17	1860	Rhosygad, Anglesey	1/16th	*See* Observations.	Reserved	-	This was set out to the owner of the soil and the Crown's right to the soil and seignorial franchises is disputed.
23 Vict. c. 17	1860	Llanfihangel-y-Croyddin and Gwnws, Cardigan.	—	—	Reserved to the Crown	-	The Crown disposed of its interest in the soil and surface of these lands in 1843.

INCLOSURES of WASTE LANDS in which the CROWN claims to be INTERESTED, &c.—*cont.*

Annual Inclosure Act. Session.	Year.	Situation of Wastes.	Crown's Allotment of Surface. Proportion.	Extent. A. R. P.	Minerals, &c. within the Lands enclosed.	Awards and Plans.	Observations.
23 & 24 Vict. c. 55 -	1860	Llandewi Ystradenny, Radnor -	1/15th	38 0 34	Reserved to the Crown with power to enter and work without liability for surface damage.	Copy obtained.	
24 & 25 Vict. c. 38 -	1861	Llanfihangel Rhydithon, Radnor	—	--	Reserved to the Crown (except stone) with power to work.	Copy, plan, and extract from award procured from Inclosure Commissioners.	Crown not interested in surface.
25 & 26 Vict. c. 47 -	1862	Llanfechell Mountain, Anglesea	1/16th	9 1 27	Reserved to the Crown with power to work.	Copy, award, and plan obtained.	
25 & 26 Vict. c. 94 -	1862	Swydd Neithon, Radnor - -	—	—	Do. do. -	Copy, plan, and extract from award procured from Inclosure Commission.	Do. do.
25 & 26 Vict. c. 94 -	1862	Iscoed, Radnor - - -	—	—	Do. do. -	Do. do. -	Do. do.
26 Vict. c. 18 - -	1863	Meliden, Flint - - -	1/15th	2 0 0	Do. do. -	Do. do. -	Do. do.
26 Vict. c. 18 - -	1863	Llysfaen, Carnarvon - -	--	60 2 29	Do. do. -	Original award and plan procured -	Do. do.
26 & 27 Vict. c. 39 -	1863	Uwchcoed, Radnor - -	—	—	Do. do. -	Copy, plan, and extract from award procured from Inclosure Commission.	Do. do.
26 & 27 Vict. c. 39 -	1863	Rhysllyn, Radnor - - -	—	—	Do. do. -	Do. do. -	Do. do.
26 & 27 Vict. c. 39 -	1863	Llanfihangel Glyn Myfyr, Denbigh and Merioneth.	1/14th allotted to owner of soil. *See* observation.*	17 0 0	Minerals within land in Denbigh Lordship reserved to Crown, those within Dinmael, Pentraig, and Cefn Post Manors reserved to John Wynne, but owners of allotments have right to get limestone, blue or flagstone, currier's stone, and waste stone, in their respective allotments, subject to a royalty to Lord of Manor in which allotment situate, of 3*d.* per ton on limestone, 1*d.* per superficial yard of blue or flagstone, and 1*d.* per superficial foot of currier's stone.	Copy, award, and plan procured -	* By agreement, dated 8th February 1869, between Her Majesty and John Wynne, it was agreed that allotments 15, 59, 37, and 37B (containing 17A) should be set out to Her Majesty.
27 & 28 Vict. c. 66 -	1864	Whitton, Radnor - -	—	—	Reserved to Crown with power of working.	Copy, plan, and extract from award obtained from Inclosure Commission.	Crown not interested in surface.
29 & 30 Vict. c. 94 -	1866	Mynydd Bodafon, Anglesea -	1/12th	3 0 18	Do. do. -	Copy, plan, and award obtained.	
31 Vict. c. 31 - -	1868	Grange of Gwyddgrug, Carmarthen.	1/16th	155 2 3	Do. do. -	Do. do.	
31 Vict. c. 31 - -	1868	Heyop, &c., Radnor - - -	—	89 0 20	Do. do. -	Do. do.	
48 & 49 Vict. c. 58 -	1885	Llanybyther, Carmarthen -	1/14th	127 2 15			
		Allotment in respect of Crown quit rents amounting to 7*l.* 13*s.* 10*d.* per annum.	—	95 0 0	Do. do. -	Do. do.	
		Allotment subject to right of surveyors of highways to take stone.	--	5 3 20			

V.—MANOR OR LORDSHIP OF HARMINIOG, COUNTY OF CARDIGAN.
(Questions 27,564; 27,574.)

Number on Crown Receiver's Rental 60.

(A.)—A RENTAL of all the RENTS DUE and PAYABLE to HER MAJESTY within the MANOR or LORDSHIP aforesaid during the year ended Michaelmas, 18 .

(a.) BEADLE'S RENTS.

Bailiff.

No. of Rent.	Name and Description of Tenement.	Parish in which situate.	Name of Owner of Tenement.	Name of Occupier of Tenement.	Arrears due Michaelmas 18 .	Annual Rent.	Amount received.	Land Tax allowed.	Arrears due 18 .	No. of Years in Arrear.	Explanations respecting Uncollected Rents, and other Observations.
					£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
1	Rhydydorthissa	Llansaintffraed.				1 8					
2	Rhydydorthucha					3 8					
3	Garnfawr					2 0					
4	Berthygwennin					7 9					
5	Tryalmawr					4 0					
6	Adsolwen					0 8					
7	Alltlwyd					4 4					
8	Porthmawr and Penyrallt					5 0					
9	Pwllglas					0 6					
10	Alltgoch					5 10					
11	Pantynamlwg					4 0					
12	Llyasthen					0 10					
13	Hafodwnnogucha					2 0					
14	Garnfach					2 6					
15	Hafodwnnogissa					2 4					
16	Hafodperris					4 2					
17	Cwmbach					1 8					
18	Tyllwyd, otherwise Tyllwyd-ypentre.					4 8					
19	Dagoedfach					2 8					
20	Llanprisk					2 7					
21	Thomas y Gof, otherwise Llawthawr, otherwise Pencwm.					1 3½					
22	Tynycoed					4 4					
23	Llewellyn Lloyd (a house in Pennant).					0 8					
24	David Jenkin David John					0 8					
25	Maesyreglws					3 4					
26	Maesgwyn					4 0					
27	Penylone					4 0					
28	Pantyrodyn					3 1					
29	New Inn					0 2					
30	Glanrhos Dd. Jenkin John, otherwise Lliestyrhos.					0 8					
31	Pantwhilog					4 0					
32	Ffrood Thos. Williams, otherwise Ffroodganol.	Llanrhystyd.				1 7					
33	John Mathew, otherwise Pentrebach.					2 0					
34	Scyborfach					1 0					
35	Tynrhelig					3 4					
36	Nantycennin					2 1					
37	Rhydlasucha					1 6					
38	Pantyrhogfaen					1 4					
39	Trawsnantucha					1 6					
40	John Evan David, part of Trawsnantissa called Penlone.					1 8					
41	Tybach					1 0					
42	Ffynonhowell					3 0					
43	Mabushen					6 8					
44	Wm. Jones Shop, otherwise Tyrhane.					0 7					
45	Thos. Pugh, otherwise Castellbach.					1 0					
46	Ffrood Jonn Morgans, otherwise Ball Ffroodfach.					0 3					
47	Tynycwm					0 10					
			Carried forward								

(*a.*) BEADLE'S RENTS—*cont.*

No. of Rent.	Name and Description of Tenement.	Parish in which situate.	Name of Owner of Tenement.	Name of Occupier of Tenement.	Arrears due Michaelmas 18 .	Annual Rent.	Amount received.	Land Tax allowed.	Arrears due 18 .	No. of Years in Arrear.	Explanations respecting Uncollected Rents, and other Observations.
			Brought forward		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
48	Tynyrhos	Llanrhystyd.				1 0					
49	Glanperris					6 0					
50	Trawsnantucha					1 8					
51	Felinfawr					2 0					
52	Hafodygronw					0 2					
53	Gelding Gro					1 0					
54	Garnfach					4 10					
55	Mabws					10 5					
56	Penygraigfach					1 8					
57	Rhydlasissa					1 6					
58	Ffrood Ucha					8 6					
59	Ffroodissa, otherwise Penrosser.					4 4					
60	Henfelyn					1 8					
61	Talwrn					3 4					
62	Penycastell					1 0					
63	Penfor					3 4					
64	Alltlwyd Canol					5 0					
65	Alltlwyd fach					3 0					
66	Ystradteilo					4 0					
67	Dd. John Lewis, otherwise Tyrmawrun Dra.					4 10					
68	William Richard, otherwise Glanrafon.					1 9					
69	Glanyrafon, otherwise Gwarfelen.					1 9					
70	George Richard, otherwise Tanypompren.					1 4					
71	Tynymynydd					1 6					
72	Moelfrynmawr	Llanbadarn refeglwys.				5 1					
73	Moelfrynmaun					2 4					
74	Nantycoy					1 6					
75	Trefaesucha					2 8					
76	Trefaesissa					1 8					
77	Brynwychell					1 2					
79	Tailglas					1 8					
80	Cwmbach					0 7					
82	Pantmawr					0 6					
83	Erwffoes					1 0					
84	Hafodfach					0 8					
85	Brisigmawr					5 0					
86	Caefnder, otherwise Caecefnder.					0 7					
87	Berthlwyd					1 5					
89	Tynygwndwn					1 4					
90	Bryncerny					1 0					
91	Rhiwwen					2 0					
92	Typoeth					0 8					
93	Llwynowen					2 9					
94	Cefngwyn Lands					2 0					
95	Glanygorse					1 6					
96	Hendraws					0 7					
97	Bronwenne					0 6					
98	Scuborfach					0 6					
99	Tynycwm, otherwise Cwmpenpompren.					0 2					
100	Tyllwyd					0 3					
101	Tyrdu					0 9					
102	Llanbadarn					2 6					
103	Llanllwyd					0 6					
104	Penytompren					1 0					
105	Trepwdel					0 6					
			Carried forward								

(*a.*) BEADLE'S RENTS—*cont.*

No. of Rent.	Name and Description of Tenement.	Parish in which situate.	Name of Owner of Tenement.	Name of Occupier of Tenement.	Arrears due Michaelmas 18 .	Annual Rent.	Amount received.	Land Tax allowed.	Arrears due 18 .	No. of Years in Arrear.	Explanations respecting Uncollected Rents, and other Observations.
				Brought forward -	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
106	Tailglas - -	Llanbadarn-trefeglwys.				2 0					
107	Brisig John Evans -					9 0					
108	Llanbadarn Evan John, otherwise Noyadd.					7 8					
109	Tynymorfa - -	Llan-rhystyd.				1 0					
110	Llanlase - - -	Llanddewyaberarth.				5 0					
111	Weegwen, otherwise Wigwen.					1 9					
112	Weegddu, otherwise Wigddu.					6 3					
113	Lettyshôu - - -					3 4					
114	Melynycwm - -					1 0					
115	Pantyronnen - -					2 6					
116	Benlan - - -					2 0					
117	Drenewyddfach - -					0 8					
				Total -							

I, Bailiff of the
of in the County of , do solemnly and sincerely declare that, to the best of my knowledge and belief, the foregoing account is just and true, and that I have therein set forth the several sums which have been received by me or by any other person on my behalf, on account of Her Majesty, during the year ended the day of 18 , and I make this solemn declaration conscientiously believing the same to be true.

Bailiff.

Declared before me this day of 18 .
Magistrate for .

V. (B.)—MANOR OR LORDSHIP OF HARMINIOG, COUNTY OF CARDIGAN.

Number on Crown Receiver's Rental 61.

A RENTAL of all the RENTS DUE and PAYABLE to HER MAJESTY within the MANOR or LORDSHIP aforesaid during the year ended Michaelmas, 18 .

(*b.*) PREPOSITOR'S RENTS.

Bailiff.

No. of Rent.	Name and Description of Tenement.	Parish in which situate.	Name of Owner of Tenement.	Name of Occupier of Tenement.	Arrears due Michaelmas 18 .	Annual Rent.	Amount received.	Land Tax allowed.	Arrears due 18 .	No. of Years in Arrear.	Explanations respecting Uncollected Rents, and other Observations.
					£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
1	Tyrymynydd, otherwise Tir Noyadd.	Cilcennin.				1 6					
1A	Tynybedw, otherwise Tymawr.					4 2					
2	Tyryberllan, otherwise Berllandeg.					3 3					
3	Caermoch					0 6					
3A	Tyglynucha, otherwise Coed					6 0					
3B	Pantycnwc, otherwise Caemoch.					6 0					
4	Penywern					6 0					
6	Hendre					7 0					
7	Blaencammel					2 10					
8	Esgirwen and Caecam, otherwise Clyncam.					3 6					
9	Penycnwc, otherwise Caerga and Newgate.					3 4					
	Same				10*s.*	—					Cymmorth payable every third year.
10	Berllanfach					0 6					
11	Tyrywernen, otherwise Bwlchywernen.					6 5					
12	Rhiwlasucha					3 6					
12A	Tychrigucha					3 3					
13	Dolecoion, otherwise Dole Ayron.					1 0					
14	Rhiwlas issa					2 10					
15	Cefngaerissa					1 4					
16	Cefnygaerucha, otherwise Tyrcastell, otherwise Tyrbach.					2 9					
18	Tyr y cwm March					2 3					
19	Bwllycastell, otherwise Bwlchycastell.					4 9					
20	Bolayrfron, otherwise Bolafron.					1 6					
20A	Penygraig					5 9					
20B	Tynyfron					0 8					
21	Tyrbrynyrodin					3 10					
22	Perthyllwydion, otherwise Perthillwydon.					2 4					
23	Penyrallt					2 4					
24	Scyborfach, otherwise Bontfach, otherwise Dolebach.					0 6					
25	Cae y gof, otherwise Caerga					0 9					
26	Tynygwndwn					0 8					
26A	Rhiwlas Ucha					3 0					
27	Foe Allt, otherwise Voel Allt	Cilie Ayron.				7 7					
28	Noyadd Ddu and Dolefawr					7 0					
29	Parkynoyadd					1 0					
30	Tynant					5 5					
30A	Pantwhyth and Pantclud					1 8					
30B	Porthyfynwent					1 6					
31	Parkpenygraig, otherwise Parbach.					1 8					
32	Cillie issa					4 2					
33	Tyrhowellwhyth, otherwise Pulsteuch and Cilie Ucha.					4 10					
34	Hendrefornant					0 2					
35	Glas Gelly issa, otherwise Tanralltissa, otherwise Gellyissa.					3 6					
36	Glas Gellyucha, otherwise Penycnwc, otherwise Tanrallucha.					3 6					
37	Parkybedw					1 1					
38	Tyr Howell ap Howell, otherwise Cwrtycadno.					1 4					
39	Penylwlche, otherwise Lliest					0 6					
				Carried forward							

(*b.*) PREPOSITOR'S RENTS—*cont.*

No. of Rent	Name and Description of Tenement.	Parish in which situate.	Name of Owner of Tenement.	Name of Occupier of Tenement.	Arrears due Michaelmas 18 .	Annual Rent.	Amount received.	Land Tax allowed.	Arrears due 18 .	No. of Years in Arrear.	Explanations respecting Uncollected Rents, and other Observations.
				Brought forward -	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
40	Hengwrent, otherwise Hengwynt.	Henfynyw.				5 3					
41	Penrhyn, otherwise Penrhynmawr.					2 9					
41A	Meidwr, otherwise Penrhynbach.					3 5					
42	Llaithliew - - -					2 2					
43	Noyadd Llwyd - -					1 1					
44	Park, otherwise Park Evan John, part of Llaethliw.					1 1					
45	Llyast - - - -					2 9					
48	Dole Corris, otherwise Coedgleision.	Parcel of Gilfachgoch.				2 4					
49	Penybont, otherwise Penralltwen.					2 10					
50	Gilfachgoch - - -					2 10					
51	Benlan Ucha - -					2 4					
52	Loigerfach - - -					2 4					
53	Tuglyn Ucha - -					5 6					
54	Tynybedw - - -					4 7					
57	Penbryn - - -	Cilcennin				2 4					
58	Tanyralitissa - - -	Cilie Auron.				3 4					
	Same - - -	Same.		7*s.*		—					Cymmorth payable every third year.
59	Cefnygaer - - -	Cilcennin.				3 4					
	Same - - -			10*s.*		—					Do.
60	Tynycerne - -					6 0					
	Same - - -			10*s.*		—					Do.
				Total -							

I, , Bailiff of the
of , in the County of , do solemnly and sincerely delare that, to the best of my knowledge and belief, the foregoing account is just and true, and that I have therein set forth the several sums which have been received by me or by any other person on my behalf, on account of Her Majesty, during the year ended the day of 18 , and I make this solemn declaration conscientiously believing the same to be true.

Bailiff.

Declared before me this day of 18 .

Magistrate for .

VI.—Grants of Crown Lands in Wales by the Stuarts. (Questions 27,441–6.)

2nd James	1st.	Salter and Williams.	14th James	1st.	Bowyer and others.
,,	,,	Sise and Blake.	,,	,,	Prince Charles.
4th	,,	Bingley and Blake.	21st	,,	John Frayliman.
,,	,,	Lord Carewe and others.	22nd	,,	Earl of Bridgwater.
5th	,,	Owen and Blake.			
,,	,,	Henry Jones.	2nd Charles	1st.	Chappell and Briscoe.
,,	,,	Riddall and Bostock.	,,	,,	Sir Thos. Williams.
,,	,,	Duke of Lennox.	3rd	,,	Prytherch and Wynne.
6th	,,	Geere and Mathew.	,,	,,	John Griffith, Junr.
,,	,,	Phillips and Moore.	,,	,,	Richd. Owen.
7th	,,	Morris and Phillips.	4th	,,	Chambers and Collins.
,,	,,	Ferrars and Phillips.	,,	,,	Collins and Fenn.
8th	,,	Morris and Phillips.	,,	,,	Ditchfield and Highlord (Two).
,,	,,	Ferrars and Phillips.	,,	,,	Barlow.
,,	,,	Salter and Williams.	,,	,,	Wise and Harryman.
9th	,,	Ferrars and Phillips.	5th	,,	White, Stevenson, and Perkins.
,,	,,	Lord Wotton.	,,	,,	Bell Jones.
,,	,,	Eldred and Whitmore.	7th	,,	Favell and Young.
11th	,,	Mathew and Powell.	,,	,,	Collins and Fenn.
,,	,,	Hugh Myddeton.	,,	,,	Sir Thos. Myddelton.
,,	,,	William Salusbury.	,,	,,	Robert Grimes.
,,	,,	Thomas Edwards.	,,	,,	Salter and Williams.
12th	,,	Mathew and Powell.	,,	,,	Chambers.
,,	,,	Sir John Wynne.	,,	,,	Harbord, Scriven, and Philips.
,,	,,	Wooton andBingley.	8th	,,	Richd. Steel.
,,	,,	Geere and Mathew.	9th	,,	Geo. and Jas. Fletcher.
,,	,,	David Holland.	12th	,,	Bradock and Kingscote.

This list does not profess to be complete but contains those to which a reference has been found.

VII.

A Schedule of Sales of Land in Wales and Monmouth since 31st December 1847 (the date up to which Viscount Duncan's Return was made) where the Purchase Money in each Case amounted to 100*l.* and Upwards. (Question 27,630.)

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money.	Observations.
			£ s. d.	
1848, Feb. 25 -	The Crown's interest in a piece of shore or slob land between high and low-water mark, containing 38a. 3r. 2p., situate at and forming part of East Llanion Pill, near Pembroke Docks, Co. Pembroke.	The principal officers of H.M. Ordnance and their successors, principal officers of the Ordnance for the time being.	193 16 3	
1852, Feb. 5 -	The interest of the Crown in a piece of land situate in the Grange of Gwythgrig, otherwise Gorthgregg, containing 119a. 2r., being an encroachment from the wastes of the Crown's Manor of Talley, Co. Carmarthen.	Rev. John Price Jones	150 0 0	
,, Nov. 22 -	The interest of the Crown in land, containing about 751a. 2r. 22p., and the buildings thereon being encroachments from the Common wastes of the Crown's Lordship and Hundred of Penllyn, Co. Merioneth, and numbered 15 to 20, 22, 23, 26, 34 to 37, 52 to 62, 29, 74 to 89, 137 to 139, 140*d*, 168 and 170, on the plan of the said Lordship.	Richd. Watkin Price -	546 4 1	
1849, Feb. 19 -	Several parcels of pasture and woodland, called Northwood, Harley Wood, &c., containing altogether about 142a. 3r. 11p., situated in the Parishes of Presteign and Old Radnor, Co. Radnor.	Thos. King Stephens -	1,251 1 0	
,, ,, -	Several parcels of arable and woodland, called Far Radnor Wood Farm, near Radnor Wood Farm, and part of Deepmoor Wood, containing altogether about 126a. 1r. 13p., situated in the Parish of Old Radnor, Co. Radnor.	Robert Lewis - -	1,158 14 0	
1856, Feb. 22 -	The interest of the Crown in land, containing about 15a. 0r. 27p., being an allotment awarded to the Crown under an Act passed in the 47th year of His late Majesty King George the Third, c. 37, intituled "An Act for inclosing lands in the Manor, Town, Borough, and Liberty of St. Clears," Co. Carmarthen.	John Beynon - -	300 0 0	
,, Jan. 23 -	Land and buildings thereon, containing about 8a. 0r. 21p., being encroachments 45 to 53 from the Common wastes of the Manor of Talley, Co. Carmarthen.	John Davies - -	158 [illegible] 0	
1855, April 5 (No. 305.) -	Land, containing about 7a. 1r. 18p., being encroachments 39 and 39*a* in and adjoining the Town of Rhyl, Co. Flint.	Robt. James Sisson	400 0 0	
,, May 12 (No. 332.) -	Land, containing about 1r. 34p., being encroachments 5, 6, and 7 do. do.	Thomas Jones -	121 10 0	
1856, Feb. 15 (No. 333.)	Do. 3a. 3r. 27p., being encroachments 50 to 54 do. do.	Henrietta Eyton -	100 14 4	
1855, Aug. 16 (No. 304.) -	Land, containing about 667a. 2r. 25p., being encroachments 1, 1*a*, 2, 5, 24–5, 47 to 50, 69, 108 to 114, 144, 152, 152*a*, 153–4, 164–5, and F, from the Common wastes of the Crown's Hundred and Lordship of Penllyn, Co. Merioneth.	Jermett Davies -	388 5 3	
,, Oct. 9 -	The Crown's interest in land, containing about 2a. 2r. 2p., situate in Talsarn Marsh, in the Parish of Llangwstenin, Co. Carnarvon, being two allotments awarded to the Crown under the Eglwysrhos Inclosure Act.	Rev. Hugh Chambers Jones.	212 0 0	
,, Nov. 13 -	The Crown's interest in land containing about 1a. 3r. 28p., being an allotment awarded to the Crown under the said Inclosure Act, and in land, containing about 6 acres, being part of an allotment awarded to the Crown under the Llanelian Inclosure Act. (Co. Denbigh.)	John Owen - -	139 0 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money.	Observations.
			£ s. d.	
1856, Feb. 19 -	The Crown's interest in land, containing about 3 acres, situate in the Parish of Eglwysrhos, Co. Carnarvon, being an allotment awarded to the Crown under the said Eglwysrhos Inclosure Act.	Robt. Davies - -	445 0 0	
„ Sept. 15 -	The interest of the Crown in land, containing about 1a. 3r. 8p., adjoining the Town of Holyhead, and formerly covered by the tidal waters, Co. Anglesey.	Chester and Holyhead Railway Company.	970 16 3	This sum is the consideration money paid by the Company for several parcels of foreshore, containing altogether about 46a. 3r. 11p., and situate in the Counties of Anglesey, Carnarvon, Chester, Denbigh, and Flint. The several parcels included in the conveyance to the Company are set forth under the respective Counties in which they are situated.
„ Sept. 30 -	The interest of the Crown in land, containing about 210a. 3r. 20p., situate in the Parish of Pencarreg, Co. Carmarthen, being an allotment awarded to the Crown in the matter of the inclosure of Pencarreg Mountain, under the "Second Annual Inclosure Act, 1850."	John Lloyd and David Edwards.	425 0 0	
„ Dec. 6 -	The Crown's interest in land, containing about 54a. 0r. 28p., situate in the Parish of Llanycrwys, Co. Carmarthen, being an allotment awarded to the Crown in the matter of the inclosure of Llanycrwys Common, under the "Second Annual Inclosure Act, 1850."	Anthony Davies -	220 0 0	
„ Sept. 15 -	The Crown's interest in land, containing about 21a. 2r. 14p., situate in the Parishes of Llysfaen, Llangwstenin, Llanrhos, Conway, Dwygyfylchi, and Llanfairfechan, Co. Carnarvon, and formerly covered by the tidal waters.	Chester and Holyhead Railway Company.	*Vide* Co. Anglesey above.	
„ Aug. 19 -	The Crown's interest in land, containing about 208a. 2r. 33p., situate in the Parish of Nantglyn, Co. Denbigh, being an allotment awarded to the Crown under the "Annual Inclosure Act, 1852."	Thos. Humphreys, M.D.	360 0 0	
„ Sept. 15 -	The Crown's interest in land, containing about 12a. 1r. 18p., situate in the Parishes of Abergele, Llanddulas, and Llandrillo yn Rhos, Co. Denbigh, and formerly covered by the tidal waters.	Chester and Holyhead Railway Company.	*Vide* Co. Anglesey above.	
„ Nov. 20 -	The Crown's interest in land, containing about 13a. 0r. 13p., situate in the Borough of Holt, Co. Denbigh.	George Wm. Chaloner	483 8 10	
„ „ -	The Crown's interest in land, containing about 12a. 1r. 31p., situate in the Borough of Holt, Co. Denbigh, and known as "The Pools."	Thos. Rymer - -	217 17 9	
„ Dec. 31 -	The Crown's interest in land, containing about 19a. 1r. 34p., situate between the River Voryd and a place called "Clan-y-Mor," in the Parish of Abergele, Co. Denbigh, being part of the beach or seashore.	Hugh Robt. Hughes -	402 0 11	
„ Sept. 15 -	The Crown's interest in land, containing about 10a. 3r. 19p., situate in the Parishes of Northop and Rhuddlan, Co. Flint, and formerly covered by the tidal waters. Also about 32 perches in the County of Chester.	Chester and Holyhead Railway Company.	*Vide* Co. Angelsey above.	
1857, July 24 -	The Crown's interest in land, containing about 2a. 3r. 16p., with the buildings thereon, forming part of the shore of the River Bury, in or adjacent to the Parish of Llanelly, Co. Carmarthen, and known as "Jobling's Yard."	Wm. Henry Nevill -	450 0 0	
„ April 6 -	The Crown's interest in a building known as the Hall of Pleas or Town Hall, with the premises belonging thereto, situate in the Town and Parish of Wrexham, Co. Denbigh.	Wm. Overton and Thos. Painter.	2,200 0 0	
„ June 15 -	The Crown's interest in several pieces or parcels of waste land, with an encroachment thereon, containing together 753a. 1r. 4p., situate in the Parish of Llantisilio, Lordship of Yale, Co. Denbigh.	Chas. John Tottenham	345 0 0	
„ -	The Crown's interest in several pieces or parcels of waste land and certain encroachments thereon, containing together about 6,846a. 3r. 34p., situate in the Parishes of Ruabon and Wrexham, in the Crown's Lordship of Bromfield, Co. Denbigh.	Sir Watkin Williams Wynn, Bart.	6,331 0 0	This sum is the consideration money paid by Sir Watkin Williams Wynn for waste lands and encroachments, comprising altogether about 23,639a. 2r. 31p., of which 16,792a. 2r. 37p. are situate in the County of Merioneth.
„ June 24 (No. 413.) -	Land, containing about 2a. 2r. 32p., being encroachment No. 4 on the plan of Rhyl, Co. Flint, together with about 4a. 3r. 23p. of beach and foreshore in front thereof.	John Roberts - -	565 0 0	
„ Nov. 20 -	The Crown's interest in two pieces or parcels of land, containing together about 9a. 2r. 23p., situate at Greenmoor, in the Manor of Undy, Co. Monmouth, being the allotments awarded to the Crown in the matter of the inclosure of the Manors of Magor and Redwick, &c., under the "Annual Inclosure Act, 1852."	Wm. Adams, Abraham Bevan, and Wm. Bird.	360 0 0	
„ June 15 -	The Crown's interest in several pieces or parcels of waste land and certain encroachments thereon, containing together about 16,792a. 2r. 37p., situate in the Parishes of Llanycil, Llanwchllyn, Llanderfel, Llanfawr, Llangower, and Trawsfynydd, in the Crown's Lordship of Penllyn, Co. Merioneth.	Sir Watkin Williams Wynn, Bart.	6,331 0 0	This sum is the consideration money paid by Sir Watkin Williams Wynn for waste lands and encroachments, comprising altogether about 23,639a. 2r. 31p., of which 6,846a. 3r. 34p. are situate in the County of Denbigh.
858, Nov. 25 -	Land, containing about 42 acres with the buildings and works erected thereon, situate in or adjacent to the Parish of Llanelly, Co. Carmarthen, and comprising the site of the Carmarthenshire Dock and Breakwater, formerly covered by the tidal waters.	The Llanelly Harbour Commissioners.	210 0 0	
„ Aug. 28 -	The Crown's interest in the site of the Castle, and in several pieces or parcels of uninclosed waste lands, containing altogether about 30a. 3r., situate in the Village and Borough of Criccieth, Co. Carnarvon.	The Trustees of the settled estates of William Ormsby Gore.	175 4 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money.	Observations.
			£ s. d.	
1858, Aug. 10	The Crown's interest in several parcels of uninclosed waste land, containing together about 6,129a. 0r. 3p., and in a piece of land inclosed from the waste, containing about 6a. 0r. 27p., situate in the Parish of Llanllechid; also in several chief rents or quit-rents, amounting together to the sum of 6*l.* 9*s.* 10*d.* per annum, issuing out of lands, tenements, and hereditaments within the same Parish, Co. Carnarvon.	The Hon. Edward Gordon Douglas Pennant.	1,739 10 0	
„ July 23	Land or foreshore, containing about 180 acres, situate in or adjacent to the Parish of Penarth, Co. Glamorgan.	John Drummond, the surviving Trustee under the Will of Other Arthur, Earl of Plymouth.	1,850 0 0	
„ June 11	Land or foreshore, containing about 80 acres, being part of the western shore of the River Cleddau, Milford Haven, and situate in or adjacent to the Parish of Burton, Co. Pembroke.	John Henry Philipps	300 0 0	
„ July 31	Land or foreshore, containing about 8a. 1r. 10p., being part of the southern shore of West Llanion Pill, Milford Haven, and situate in or adjacent to the Parish of St. Mary, Co. Pembroke.	Lewis Mathias, Trustee of the will of Thos. Meyrick.	1,600 0 0	
„ Dec. 21	Six pieces of land or foreshore, containing together about 17 acres, forming part of the shores of Neyland Creek, Milford Haven, and situate in or adjacent to the Parish of Llanstadwell, Co. Pembroke.	South Wales Railway Company.	1,150 0 0	
1860, Jan. 30	The Crown's interest in land, containing about 86a. 1r. 8p., situate in the Parish of Llanbadarnfawr, being an encroachment from the Common waste of the Crown's Lordship or Manor of Croythin, Co. Cardigan, and numbered 12 on the plan of the said Lordship.	Lewis Pugh	120 16 2	
1859, Sept. 8	The reversionary interest of the Crown in several pieces or parcels of uninclosed waste land, containing together 1,743a. 1r. 31p., or thereabouts, situate in the Parish of Dwygyfylchi, Co. Carnarvon, within the Hundred of Uchaf; also the reversionary interest of the Crown in the several yearly chief rents or quit-rents, amounting to 1*l.* 1*s.* 2*d.* per annum, issuing out of and charged upon the said lands, tenements, and hereditaments.	Samuel Dukinfield Darbishire.	661 13 0	
1860, March 12 (No. 651.)	Land, containing about 145a. 0r. 1p., being encroachment 16 from the Common wastes of the Crown's Hundred of Isgorfai, Co. Carnarvon, together with the buildings thereon.	Horatio Nelson Hughes	186 5 0	
1859, Dec. 16 (No. 567.)	Land, containing about 23a. 1r. 30p., with the buildings thereon, being encroachment 361 from the Common wastes of the Crown's Hundred of Uwchgorfai, Co. Carnarvon.	David Williams	500 0 0	
„ Aug. 10	The interest of the Crown in the mines, minerals, and substrata within two allotments or parcels of land, containing together 11a. 2r. 18p., or thereabouts, situate near Bron Haul, in the Parish of Abergele, Co. Denbigh, and numbered respectively 82 and 83 in the Inclosure Award made in pursuance of the Act 48 Geo. III. c. 83 intituled, "An Act for inclosing lands in the Parish of Abergele, in the County of Denbigh."	L. H. B. Hesketh	100 0 0	
„ Oct. 20	The interest of the Crown in 12 pieces of land, containing together 113a. 3r. 15p., or thereabouts, situate upon Abergele Marsh, in the Parish of Abergele, Co. Denbigh, subject to a lease granted to John Kerfoot for the term of 20 years and 11 months, from Martinmas 1857.	Do.	2,854 10 0	
„ July 21 (No. 546.)	Land, containing about 49a. 0r. 37p., with the buildings thereon, forming part of encroachments 44, 46, 47, 49, 50, and 51, and the whole of encroachments 48, 52, and 53, Brymbo Common, Lordship of Bromfield and Yale, Co. Denbigh.	William Chaloner	164 18 2	
„ Aug. 19	The Crown's interest in five pieces or parcels of land or foreshore of the River Dee, containing 11a. 3r. 2p. or thereabouts, situate adjacent to the Parish of Northop, Co. Flint, and formerly covered by the tidal waters.	James Williams	100 0 0	
„ „ 27	The Crown's interest in three pieces or parcels of land, containing together 1a. 0r. 1p., situate in Greenfield Marsh, in the Parish of Holywell, Co. Flint.	Wm. Keates, Samuel Newton, G. O. Newton.	110 7 6	
„ Oct. 30	The Crown's interest in a piece or parcel of waste land, called Morfa Gwyllt, containing 272a. 1r. 8p. or thereabouts, situate in the Parish of Llanfrothen, Co. Merioneth.	David Williams	267 0 0	
„ July 6	The Crown's interest in all that piece or parcel of woodland, containing 30a. 0r. 16p. or thereabouts, forming part of Deepmoor Wood, situate in the Parish of Radnor, Co. Radnor.	Thos. Pugh	305 11 0	
„ May 28 (No. 530.)	Land, containing about 35a. 2r. 10p., with the buildings thereon, being encroachments 1, 5, 6, 10, 11*a*, 11*b*, and 13 on the plan numbered 21 of the Lordship or Manor of South Ugre, Co. Radnor.	John Pryce Drew	123 19 2	
1860, March 27 (No. 656.)	Land, containing about 27a. 3r. 9p., with the buildings thereon, being encroachments 11*b*, 14 (pt. of), 14*a*, 20, 21, 30, (pt. of), 30*a*, 30*b*, 36*a*, 38*b* (pt. of), 52, 52*a*, 67 (pt. of), and 69 on the plan numbered 2, and encroachment 3*a* on plan 4 of the same Lordship.	Sir John Walsh	156 10 5	
„ May 24	The Crown's interest in four pieces or parcels of land, containing together about 6a. 0r. 9p., situate in or adjacent to the Parish of Abergele, Co. Denbigh.	Lloyd Hesketh Bamford Hesketh.	106 4 9	
1861, Feb. 14	The Crown's interest in a certain tract or parcel of uninclosed waste land, containing (without the encroachments thereon) 1,416 acres or thereabouts, situate in the Parishes of Halkin and Northop, together with the right of hunting, shooting, and sporting over the said land, Co. Flint.	The Marquis of Westminster.	600 0 0	
1860, July 10	The Crown's interest in several pieces or parcels of foreshore of the River Ely, situate adjacent to the Parishes of Llandaff, Llandough, and Penarth, Co. Glamorgan.	The Penarth Harbour, Dock, and Railway Company.	7,000 0 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money.	Observations.
			£ s. d.	
1860, June 13 -	The Crown's interest in a piece or parcel of land, containing about 124a. 2r. 16p., situate in the Township of Creigbyther, in the Parish of Beguildy, being the allotment awarded to Her Majesty in the matter of the Creigbyther Inclosure, Co. Radnor.	James Meredith -	550 0 0	
1861, Jan. 15 (No. 718.) -	Land, containing about 45a. 1r. 26p., being encroachments from the Common wastes of the Crown's Lordship or Manor of S. Ugre, and numbered 11 on plan 1; 10, 10*a*, 12*a*, and 12*b* on plan 7; 4, 5, 6, 14, 34, 38, 39, 40 on plan 8; 9*a* on plan 17; and 10 on plan 19.	Do. -	114 18 0	
„ Oct. 16 -	The Crown's interest in two pieces or parcels of land, containing together about 14a. 2r. 16p., situate in the Parish of Rhostie, Co. Cardigan, being the allotments awarded to Her Majesty in the matter of the Rhosygarth Inclosure.	James Loxdale -	120 0 0	
„ Aug. 30 -	The Crown's interest in three pieces or parcels of waste land, containing together about 7a. 0r. 1p., called respectively Bala Green Common, Plasau-y-Bala Common, and Tomen-y-Bala, all which said pieces of land are situate near the Town of Bala, in the Parish of Llanycil, Co. Merioneth.	Simon Jones, in trust for the Local Government Board of the Town of Bala.	150 0 0	
1862, Nov. 17 -	The Crown's interest in several pieces of land, containing together about 59a. 3r. 36p., with the buildings and works thereon, situate on Towyn Trewan Common, in the Parishes of Llanfihangel-yn-nhowyn, Llanfaelog, and Llechylched, Co. Anglesey.	The L. & N. W. Railway Company.	147 16 9	
1863, March 3 -	The Crown's interest in several pieces of land or foreshore, being parcels of the bed and shore of the River Conway, containing altogether about 7a. 2r. 28p., situate partly in the Parish of Llangwstenin, Co. Carnarvon, and partly in the Parish of Llansaintffraid Glan Conway, Co. Denbigh.	Conway and Llanrwst Railway Company.	147 0 0	
„ Feb. 20 -	The Crown's interest in a piece of land or foreshore of the River Clwyd, lying between high and low-water mark, containing about 11a. 3r. 20p., situate on the west side of the river, in the Parish of Abergele, Co. Denbigh, and including the steamboat pier at Voryd.	Hugh Robt. Hughes -	900 0 0	
1862, Aug. 13 (No. 938.) -	Land, containing about 2a. 3r. 19p., with the buildings thereon, being encroachments from the Common wastes of the Crown's Lordship or Manor of Englefield, Co. Flint, and numbered respectively, 7, 8, 10, 12 to 16, 16*a*, 17, 19, 20, 23, 23*a*, 23*b*, 24, 24*a*, 24*b*, 25, 26, 26*a*, 26*b*, 27, 27*a*, 28 to 32, 32*a*, 33, 34, 34*a*, 35, 36, 36*a*, 37, 38*a*, 38*c*, 41*a*, 42, 44, 45, 47, 50, 56, 60, 65, 66, 67, 67*a*, 68 to 70, 70*a*, 71, 72, 72*a*, 73 to 75, on the plan of the said Lordship or Manor.	Richard Grosvenor, Marquis of Westminster.	256 5 4	
„ Dec. 29 -	The Crown's interest in a piece of land, containing about 38a. 0r. 30p., situate at Warren Bank, Melenydd, Township of Church Llandewi, Parish of Llandewi Ystradenny, Lordship or Manor of S. Ugre, Co. Radnor, being the allotment awarded to the Crown in the matter of the Ugre Inclosure, and numbered 1 on the plan attached to the award in the matter of the said inclosure.	John Griffiths - -	200 0 0	
1863, Jan. 5 -	The Crown's interest in a tract of uninclosed waste land, containing about 134a. 3r. 25p., situate within and forming part of Her Majesty's Manor of Presteign, in the Parish of Presteign, Co. Radnor.	Richd. Green Price -	200 0 0	
„ May 19 -	The Crown's interest in several pieces of land or foreshore, containing altogether about 8a. 0r. 25p., with the railway and other works constructed thereon, situate in the Parish of Eglwys Rhos, being part of the bed and shore of the River Conway, Co. Denbigh.	St. George's Harbour Company.	336 10 0	
„ Dec. 17 -	The Crown's interest in two pieces of land, containing together 1a. 3r. 38½p., situate in the Parish of Llanrhos, Co. Denbigh.	L. & N.W. Railway Company.	144 0 0	
„ May 7 -	The Crown's interest in a piece of land or foreshore, containing about 4a. 0r. 29p., with the erections, fixtures, and appurtenances thereto, situate at Nayland, Milford Haven, Co. Pembroke, and adjacent to or in front of part of the Picton Castle estate.	William Thos. Longbourne and Samuel Pitman, trustees under the will of the late Richard Baron Milford.	650 0 0	
1864, Oct 20 -	The Crown's interest in several pieces of uninclosed waste land, containing together about 10,281a. 1r. 4p., situate partly in the Parishes of Llanycil, Llanfawr, and Llanderfel, being within and forming part of the Crown's Lordship of Penllyn. Also land, containing about 211a. 1r. 34p., with the buildings thereon, being encroachments from the Common wastes of the said Lordship, and numbered 4 to 15, 191 to 213, 228, to 236, and 238.	Richard John Lloyd Price.	5,710 0 0	
„ „ 21 -	The Crown's interest in two pieces of waste land and foreshore, containing together 6a. 3r. 12p. or thereabouts, situate in the Parish of Towyn, Co. Merioneth.	Thos. Savin - -	1,061 0 0	
„ June 18 -	The Crown's interest in certain pieces of land or foreshore, containing together 13 acres or thereabouts, situate at West Llannion Pill in or adjacent to the Parish of St. Mary, Pembroke.	Pembroke and Tenby Railway Company.	1,240 0 0	
1865, Jan. 24 (No. 1,092.) -	Land, containing about 41a. 2r. 23p., with the building thereon, being encroachments from the Common wastes of the Crown's Lordship or Manor of S. Ugre, Co. Radnor, and numbered 1 and 16 on plan 15, and 1 and 2 on plan 17 of the said Lordship or Manor.	The Rt. Hon. Edward Plunkett, Lord Dunsany.	189 9 3	
„ May 26 -	The Crown's interest in several pieces of land with the buildings thereon, containing altogether 545a. 0r. 30p. or thereabouts, situate in the Parishes of Gwnws, Rhosdie, and Llanilar, and numbered 2, 12, 16, 79, 84, and 84*a* on plan 1; 7, 8, 9, 12, 13, 14 on plan 2; and 1, 3, and 4 on plan 3 of the encroachments from the Common wastes of the Crown's Lordship or Manor of Mevennith, Co. Cardigan. Also the Crown's interest in certain land with the buildings thereon, containing 2,975a. 1r. 31p. or thereabouts, situate in the Parishes of Llanafan, Gwnnws, and Llanfihangel-y-Croydden.	The Hon. Wm. Mallet Vaughan and Robt. John Palk, Esq., as trustees of the Rt. Hon. Ernest Augustus Mallet Lord Vaughan.	5,000 0 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money. £ s. d.	Observations.
1865, Sept. 21	The Crown's interest in three pieces of waste land, containing 443a. 3r. 38p. or thereabouts, situate in the Parish of Llanfihangel-Ieroth, otherwise Llanfihangel-ar-Arth., Co. Carnarvon.	John Williams Morgan Gwynne Hughes.	100 0 0	
„ June 9	The Crown's interest in a piece of land or foreshore, containing 6a. 1r. 14p. or thereabouts, forming part of the estuary of Traethmawr, situate at Borth-y-gest in or adjacent to the Parish of Ynyscynhaiarn, Co. Carnarvon.	Mary Jane Ormsby Gore.	200 0 0	
„ „ 26	The Crown's interest in three pieces of land or foreshore, containing together about 1a. 0r. 29p., situate in or adjacent to the Parish of Abergele, Co. Denbigh.	L. & N.W. Railway Company.	200 0 0	
„ May 3 (No. 1,148.)	Land, containing about 156a. 2r. 22p., being encroachments from the Common wastes of the Crown's Lordship of Penllyn, Co. Merioneth, and numbered 239–245, 249–53, 259–63, 279–86 on the plans of the said Lordship.	Rev. Henry Burton, as acting trustee under the will of Sir Robert Williams Vaughan, Bart., deceased, for the Hon. Chas. Henry Wynn.	352 9 0	
„ Dec 11 (No. 1,208.)	Land, containing about 115a. 3r. 8p., being encroachments 130 to 134, Lordship of Penllyn.	Wm. Alban Attwood -	102 2 3	
1866, Sept. 21	The Crown's interest in a piece of waste land, containing 191a. 1r. 7p. or thereabouts, known as Penrhos-y-feilw Common, situate in the Parish of Holyhead, Co. Anglesey, being parcel of the Comott of Talybolion, in the Lordship of Dindaethwy.	The Rt. Hon. George Augustus Frederick Charles, Earl of Sheffield, and Sir Hugh Williams, Bart.	143 5 0	
1867, March 12	The Crown's interest in a piece of land, containing about 117a. 1r. 26p., being the uninclosed part of Silian Common, in the Parish of Silian, Co. Cardigan. This conveyance includes the Crown's reversionary interest in the sporting held on lease by Mr. William Jones for 10 years from the 5th April 1865.	William Jones -	135 0 0	
1866, April 24 (No. 1,255.)	Land, containing about 1a. 1r. 21p., with the building thereon, being encroachments 27 and 28 Llysfaen Common, in the Hundred or Comott of Creuddyn, Co. Carnarvon.	Robert Roberts - -	100 0 0	
„ July 7 (No. 1,270.)	Land, containing about 1a. 0r. 20p., being numbered 2 on the plan of encroachments, at Rhyl, Co. Flint.	James Kerfoot -	180 0 0	
„ Dec. 23	The Crown's interest in a piece of foreshore of the estuary of Traethbach, containing about 13 acres, situate adjacent to the Parish of Llanfihangel-y-Traethau, Co. Merioneth.	Mary Jane Ormsby Gore.	100 0 0	
„ July 7 (No. 1,273.)	Land, containing about 94a. 1r. 37p., being encroachments 288 to 292, 295 to 300, 310 and 311, Lordship or Manor of Penllyn, Co. Merioneth.	Jennett Davies - -	156 12 6	
„ Nov. 22 (No. 1,278.)	Land, containing about 115a. 3r. 20p., being encroachments 221 to 225, 302 to 308, 315 and 316, Lordship or Manor of Penllyn, Co. Merioneth.	Thos. Legh Claughton and David Melville, trustees under the will of the late Earl of Dudley.	141 15 0	
„ Sept. 24	The Crown's interest in four pieces of foreshore, containing together about 4a. 2r. 22p., forming part of the southern shore of the River Tivy, situate in or adjacent to the Parish of St. Dogmaels, Co. Pembroke.	David Davies - -	320 0 0	
1867, April 12	The Crown's interest in a piece of land, containing about 3a. 0r. 16p., situate at Rhyl, Co. Flint.	Robt. James Sisson and Wm. John Sisson.	496 0 0	
1868, Aug. 14 (No. 1,380.)	Land, containing about 17a. 3r. 6p., being encroachments 1, 4 to 7, 9, 11, and 13, at Llay Green, Lordship of Bromfield and Yale, Co. Denbigh.	John Ed. Madocks -	125 13 7	
1869, March 18	The Crown's interest in several pieces of land, containing together about 291a. 2r. 23p., situate in the Parish of Aberdovey, Co. Merioneth (subject to an agreement for the sale of a portion thereof to the Aberystwith and Welsh Coast Railway Company).	John Soden - -	1,400 0 0	
1870, Jan. 31	Certain pieces of foreshore land at the Menai Straits, containing together 2r. 24p. or thereabouts, situate near the Town of Carnarvon, in or adjacent to the Parish of Llanbeblig, Co. Carnarvon.	Trustees of Carnarvon Harbour.	215 0 0	
1871, Feb. 23	The Crown's interest in a piece of land, containing about 2r. 37p., situate on Llanelly Great Marsh, in the Parish of Llanelly, Co. Carmarthen.	Llanelly Railway and Dock Company.	300 0 0	
1870, Oct. 31	Land, containing about 139a. 3r. 10p., being encroachments 44 to 48 Cayo Common and encroachment 8 Craig Twrch Common, Lordship or Manor of Cayo, Co. Carmarthen.	William Walters -	100 0 0	
1872, Dec. 20 (No. 1,653.)	Land, containing about 44a. 3r. 11p., with the buildings thereon, being encroachments 23, 29, 29*a*, 29*b*, and 29*c*, Lordship of Mevennith, Co. Cardigan.	Joseph Jones - -	123 11 0	
1873, March 28	The Crown's interest in four pieces of land, containing together about 155a. 2r. 3p., situate in the Parish of Llanfihangel-ar-arth, Co. Carmarthen, being allotments awarded to the Crown in the matter of the inclosure of waste lands in the Grange of Gwyddgryg, numbered respectively 16, 17, 20, and 21 in the award and plan annexed thereto.	John Williams and Morgan Gwynne Hughes.	762 0 0	
1872, Sept. 13	The Crown's interest in two pieces of land, containing together about 1a. 0r. 12p., situate at Penmaenrhos, Parish of Llysfaen, Co. Carnarvon, being allotments awarded to the Crown in the matter of the Marion Llysfaen Inclosure, and numbered respectively 8*a* and 201 in the award and plan annexed thereto.	Charles Frost - -	270 0 0	
1874, Feb. 24	Land, containing about 133a. 3r. 37p., situate in the Parish of Cerrig-y-Druidion, Co. Denbigh, being allotments awarded to the Crown in the matter of the Cerrig-y-Druidion Inclosure, and numbered 143 and 144 in the award and plan annexed thereto.	Townsend Mainwaring and Charles Salisbury Mainwaring.	420 0 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money. £ s. d.	Observations.
1874, April 16	All that ferry, called Abermenai Ferry, upon the Straits of Menai, situate in or between the Counties of Anglesea and Carnarvon; also all that ferry, called Talyfoel, upon the said Straits, together with the land and hereditaments in the County of Anglesea belonging to the Crown, now used as belonging to the said Tanyfoel Ferry; and all the tolls and dues payable in respect of the ferries, except the lands and hereditaments at any time held or used as appurtenant to the said Albermenai Ferry.	Mayor and Town Council of the County of Carnarvon.	458 0 0	
„ Nov. 25	A piece of land, containing about 15a. 0r. 15p., situate near a tenement called Rhoswen, otherwise Clyn-y-Rhoswen, in the Parish of Llanfihangel-ar-arth, in the Grange of Gwyddgrug, being an encroachment from the Common wastes of the Crown Lordship or Manor of Talley, Co. Carmarthen, and numbered 23 on the plan of lands in Gwyddgrug.	Charles Bishop	120 15 0	
1875, Jan. 11	A piece of land, containing about 293a. 0r. 18p., situate in the Parish of Caerhun, Co. Carnarvon, being the allotment awarded to the Crown in the matter of the Caerhun Inclosure, and numbered 5 on the plan annexed to the award.	Owen Williams	530 0 0	
1874, Oct. 22	Land, containing about 38a. 1r. 16p., being encroachments from the Common wastes of the Crown's Lordship of Denbigh, and numbered 284, 286 to 290, 1,117 to 1,120, on the plans of the said Lordship; also land, containing about 66a. 0r. 15p., and numbered 770, 771, 792, 796–7, 854–5, 861, 892, 900, 902, 915, 931, 1,261–2, 1,267, 1,273–6, 1,284, and 1,297 on the said plans.	William Bretherton, as trustee of the will of the late Edward Foulkes.	500 0 0	
„ June 11	All that messuage or farm-house, with the barn, stables, yard, and garden thereto adjoining; and all those pieces of land held therewith called Parc Llanishen, containing altogether 37a. 3r. 21p., situate in the Parish of Llanishen, Co. Glamorgan (known as Llanishen Cottage Farm).	William Price, M.D.	3,540 0 0	
„ June 22	All those three pieces or parcels of land situate on Bailey Hill, in the Township of Heyop, containing 20a. 0r. 13p., 10a. 3r. 27p., and 11a. 2r. 28p. respectively, being three of the allotments set out and awarded to Her Majesty in the matter of the Knucklas and Heyop Inclosure, Co. Radnor, and numbered 58, 58*a*, and 59 on the plan attached to the award.	George Jenkins Harding.	470 0 0	
„ July 4	A piece of land, containing about 9a. 0r. 20p., situate on Bailey Hill aforesaid, being an allotment numbered 63 Knucklas and Heyop Inclosure aforesaid.	Ed. Oldbury, jun.	160 0 0	
„ Aug. 15	A piece of land, containing about 22 acres, situate on Upper Hall Bank, Township of Heyop, being allotment 15 on plan 2 attached to above award.	John Davies	300 0 0	
1875, Aug. 6	Land, containing 36 perches or thereabouts, situate in or adjacent to the Parish of Llanrhos, Co. Carnarvon, and near the Deganwy Station.	L. & N.W. Railway Company.	110 0 0	
1876, Nov. 15	Land, containing 138 acres or thereabouts, now or lately part of the foreshore of the River Burry, situate at Burry Port, in or adjacent to the Isle of Pembrey, Co. Carmarthen.	Burry Port & Gwendraeth Valley Railway Company.	600 0 0	
„ June 29	Land, containing 6a. 2p. or thereabouts, situate in the Parish of Llysfaen, Co. Carnarvon, being allotments numbered 2 to 6, *a*27, *a*29, *a*30, and 69 on the plan and award of Marian Llysfaen Inclosure.	John Evans	155 0 0	
„ July 15	Land, with messuage and buildings thereon, known as Bryndefaid, situate in the Parish of Llysfaen, and containing about 1a. 2r., and numbered 34, 35, and 35*a* on the plan and award above.	Wm. Roberts	110 0 0	
„ Aug. 15	Land, containing about 636a. 3r. 8p., being uninclosed waste, in the Parish of Aber, in the Crown's Comott of Uchaf, Co. Carnarvon, together with right of sporting over 1a. 2r. 37p. adjoining.	The Right Hon. Ed. Gordon Lord Penrhyn.	780 0 0	
1877, Jan. 27	Land, containing about 52a. 2r. 20p., being uninclosed waste, situate in the Parish of Beguildy, in Her Majesty's Lordship or Manor of South Ugre.	Geo. Thos. Edwards	120 10 0	
„ June 6	Land, containing about 1a. 3r. 16p., situate at Rhyl, being part of the wastes of the Lordship of Englefield, Co. Flint.	John Farie	1,087 0 0	
1878, Jan. 29	The right of sporting over lands, containing about 890a. 2r. 28p., situate in Parishes of Landderfel, Llanfawr, Llanycil, and Llanwchllyn, being encroachments from the wastes of the Lordship or Comott of Penllyn, Co. Merioneth.	Richd. John Lloyd Price.	437 12 6	
„ March 29	The right of sporting over lands, containing about 329a. 2r. 36p., situate in the Parishes of Llandderfel and Llanfawr, being encroachments from do. do.	Henry Robertson	153 3 6	
1877, April 5	Land, containing 21a. 1r. 12p., situate on Bailey Hill, in the Borough of Knucklas, Parish of Heyop, Co. Radnor, being the allotment numbered 62 on part 1 of the plan annexed to the award in the matter of the Heyop and Knucklas Inclosure.	William Roberts	200 0 0	
1878, Jan. 23 (No. 1,751.)	Land, containing about 25a. 3r. 16p., situate in the Parish of Beguildy, being encroachments 26–32, 34–7 on Plan 13; and 5 and 5*a* on plan 14, Manor of S. Ugre, Co. Radnor.	Henry Powell	106 18 10	
„ March 16 (No. 1,760.)	Land, with the buildings thereon, containing about 34a. 0r. 35p., situate in the Parish of Llanbister, and land, containing about 3r. 36p., situate in the Parish of Beguildy, being encroachments 7*a*, 11, 11*a*, 15, 16, 19, and 19*a* on plan 6, and 1*a*, 1*b*, 1*c*, 10*b*, 12*c*. 27–9, and 30 on plan 7, and 3 on plan 15 of the above Manor.	James Meredith	137 14 4	
„ July 1	Land, containing about 412 acres, situate in the Parish of Llanbadarnfawr, being part of the wastes of the Manor of Croythin, Co. Cardigan.	Lewis Pugh Pugh	200 0 0	

A SCHEDULE of SALES of LAND in WALES and MONMOUTH, &c.—*cont.*

Date and No. of Conveyance.	Premises sold.	Name of Purchaser.	Purchase Money.	Observations.
			£ s. d.	
1878, June 10 -	Land at Rhyl, Co. Flint, containing about 49a. 1r. 3p. -	Rhyl Improvement Commissioners.	1,081 0 0	
„ April 26 -	Land, containing about 1,230a. 1r. 34p., situate in the Township and Parish of Llanbadarnfynydd, and forming part of the waste lands of the Manor of S. Ugre, Co. Radnor.	Richd. Ed. Jones, Wm. Buckley Pugh, and John Griffiths.	880 0 0	
1880, May 22 -	Lands extending altogether to about 68a. 1r. 9p., in or adjacent to the Parishes of Llanfihangel Geneurglyn, Machynlleth, Pennal, Towyn, Dolgelley, Llanfihangel-y-Traethau, Llandecwyn, Ynyscynhaiarn, and Llanfrothen, Cos. Cardigan, Merioneth, Montgomery, and Carnarvon.	Cambrian Railway Company.	968 12 6	
1881, Nov. 12 -	Land, containing about 2r. 28p., with the buildings thereon, situate in the Parish of Llysfaen, being an encroachment from the Common wastes of the Crown's Hundred of Creuddyn, and numbered 36 on the plan of Llysfaen Common, Co. Carnarvon.	Ed. Roberts - -	107 10 0	
1882, June 27 -	Land, containing about 717a. 3r. 28p., being part of Towyn Trewan Common, situate in the Parish of Llanfihangel-yn-Nhowyn, forming part of the wastes of the Comott of Llivon and Lordship or Manor of Dindaethwy, Co. Anglesey.	Wm. Thomas - -	700 19 0	
„ Dec. 15 -	Land (Sandhills), containing about 85a. 1r. 26p., situate in the Parish of Rhuddlan, between the Towns of Rhyl and Prestatyn, forming portion of the wastes of the Lordship or Manor of Englefield, Co. Flint.	Fredk. Chas. Winby -	3,185 0 0	
1885, March 12 -	Land, messuage, and premises, containing altogether about 13a. 1r. 3p., known as "Wernlas," situate in the Manor of Talley, Co. Carmarthen.	David Long Price -	220 0 0	
1886, March 8 -	A piece of land, containing about 33a. 2r. 30p., situate near Llanelly, Co. Carmarthen.	Commissioners of the Burry Navigation and Llanelly Harbour.	359 10 0	
„ March 18 -	Lands, containing altogether about 1a. 3r. 28p., with the cottage thereon, situate in the Parish of Talley, Co. Carmarthen.	David Long Price -	305 0 0	
„ July 6 -	A piece or parcel of ground on the east side of the Market Place, at Wrexham, containing in breadth about 70 feet, and in depth about 56 feet, formerly the site of the Wrexham School, Co. Denbigh.	The Vicar and Churchwardens of Wrexham.	200 0 0	
„ July 13 -	Land, containing about 87a. 0r. 22p., situate in the Parish of Meliden, and forming part of the waste or uninclosed lands in the Crown's Lordship of Englefield, Co. Flint.	Hy. Davis Pochin -	1,086 0 0	
1887, Jan. 11 -	Lands, extending altogether to about 26a. 2r. 25p., situate in the Parishes of Pembrey and St. Ishmaels, Co. Carmarthen, together with licence to maintain the existing bridge over the River Towy, near Carmarthen Junction, in the Parishes of St. Peter's and Llangeinor.	The Great Western Railway Company.	545 0 0	
„ Jan. 18 -	Land, containing about 33¼ perches, situate in the Parish of St. Paul, Llanelly, Co. Carmarthen.	Rev. David Daniel Jones.	150 0 0	
„ Nov. 3 -	About 1r. 3p. of land, with messuage or building thereon, formerly used as a telegraph station, situate on Llysfaen Common, Co. Carnarvon.	William Roberts -	150 0 0	
1889, May 22 -	A piece of land or foreshore at Solva, in St. Bride's Bay, with the Wharf and Lifeboat House thereon, Co. Pembroke.	United Welsh Slate Company, Limited.	168 6 8	
1891, March 5 -	1st. Land, containing about 5a. 0r. 6p., together with the messuage and buildings thereon known as Bryn Hall, situate in the Parish of Llanllechid, Co. Carnarvon. 2ndly. All mines, veins, and beds of copper, lead, tin, iron, and other ores, and all quarries, veins, and beds of coal, slate, limestone, and other stone, and all other mineral substances and substrata within about 242a. 0r. 19p., in the same Parish.	James Tomkinson and Henry Platt.	12,000 0 0	
1892, Nov. 4 -	Minerals in and under land, containing 4,279a. 2r. 8p. or thereabouts, situate in the Parish of Gwnnws, but described in the Ordnance Survey Map as being in the Parish of Yspytty Ystwith, in the Lordship or Manor of Mevennith, Co. Cardigan.	The Mayor, Aldermen, and Citizens of the City of Birmingham.	8,559 0 0	
„ May 14 -	Land, now or formerly foreshore, containing 4a. 3r. 23p. or thereabouts, situate at Penmaenmawr, in the Parish of Dwygyfylchi, Co. Carnarvon.	L. & N.W. Railway Company.	195 15 0	
„ May 17 -	Land and foreshore, and bed of the river, situate near the mouth of the River Clwyd or Voryd, near Rhyl, Co. Flint.	Rhyl Improvement Commissioners.	1,000 0 0	

STATEMENT of PARTICULARS of all CASES in which the RIGHTS and INTERESTS of the CROWN in the SHORES and BED of the SEA and TIDAL RIVERS in WALES and MONMOUTHSHIRE have been SOLD, LEASED, or otherwise dealt with by the BOARD OF TRADE under "The Crown Lands Act, 1866," from the 1st day of January 1867 to the 31st day of December 1891. *Extracts from Parliamentary Papers referred to by Mr. C. C. Trevor, C.B., at Question* 27,965 (*35th Day*).*

I.—PARTICULARS of CASES in which the RIGHTS and INTERESTS of the CROWN in FORESHORES, &c., have been SOLD.

County.	Premises. Description.	Premises. Quantity.	Date of Deed.	Name of Purchaser.	Amount of Consideration Money.	Observations.
		A. R. P.			£ s. d.	
Anglesey -	Bed of Menai Straits at Talyfoel required for addition to pier.	—	16 Mar. 1883	Corporation of Carnarvon -	5 0 0	
Cardigan - -	Foreshore of River Dovey, at Ynyshir.	78 0 7	30 Dec. 1876	George Paddock - -	234 2 6	
Carnarvon -	Site of pillars and supports of pier at Llandudno.	—	7 Aug. 1876	Llandudno Pier Company (Limited).	5 0 0	Works authorised by "The Llandudno Pier Order, 1876."
	Site of pillars and supports of pier at Llandudno.	—	30 Dec. 1876	Do. do. -	0 1 0	Works authorised by "The Llandudno Pier Order, 1876." [This is a small piece of foreshore in addition to the sea bed conveyed by the preceding deed of 7th August 1876.]
	Foreshore and bed of River Conway at Deganwy.	19 0 30	4 April 1882	London and North-Western Railway Company.	2,422 10 0	Purchase authorised by "The London and North-Western Railway Act, 1882."
	Foreshore of Menai Straits at Bangor.	4 3 0	8 June 1882	Bangor Local Board - -	5 0 0	
	Two pieces of foreshore of River Conway at Llandudno Junction Railway Station.	4 3 37	1 Jan. 1883	London and North-Western Railway Company.	200 0 0	Works authorised by "The London and North-Western Railway Act, 1882."
	Foreshore at Criccieth, site of seawall.	—	2 Nov. 1883	H. J. Ellis Nanney - -	5 0 0	
	Do do. -	—	10 May 1884	Do. - -	1 0 0	
	Site of pier at Criccieth -	—	22 Dec. 1890	Criccieth Pier and Harbour Company.	5 0 0	
Denbigh - -	Foreshore of River Conway at Glan Conway.	0 2 23	30 April 1884	Joseph Joncs - - -	13 0 0	
Flint - -	Site of piers of railway bridge over River Dee, between Aston Quay and Connah's Quay.	—	5 May 1874	The Birkenhead, Chester, and North Wales Railway Company.	5 0 0	Works authorised by "The Birkenhead, Chester, and North Wales Railway Act, 1873."
	Sites of pillars and supports of bridge across the River Dee near Connah's Quay.	—	31 Dec. 1885	Manchester, Sheffield, and Lincolnshire Railway Company.	5 0 0	Works authorised by "The Manchester, Sheffield, and Lincolnshire Railway (Chester to Connah's Quay) Act, 1884."
Glamorgan -	Foreshore of Cardiff Bay -	0 1 0	17 Sept. 1874	Committee for building St. Stephen's Church, Cardiff.	5 0 0	
	Site of pillars and supports of jetty at Barry Island, Whitmore Bay.	—	2 Sept. 1875	J. D. Treharne - -	5 0 0	
	Foreshore at Newton Burrows.	1 0 35	20 May 1876	Llynvi and Ogmore Railway Company.	31 10 0	
	Foreshore and bed of River Neath at Neath.	100 0 0	20 July 1878	Neath Harbour Commissioners.	10 0 0	Works authorised by "The Neath Harbour Act, 1874."
	Site of pillars and supports of bridge across River Ely.	—	7 Oct. 1881	Taff Vale Railway Company	5 0 0	
	Foreshore and bed of the sea at Barry Island.	6 2 24	3 May 1882	Lord Windsor - -	67 2 6	
	Do. do. -	237 0 0	26 May 1885	Barry Dock and Railways Company.	2,400 0 0	Works authorised by "The Barry Dock and Railways Act, 1884."
	Do. do. -	91 0 0	13 May 1887	Do. do. -	921 10 4	Purchase authorised by "The Barry Docks and Railway Act, 1886."
	Foreshore of River Taff required for dock works.	11 3 0	15 Nov. 1887	Lord Windsor - -	650 0 0	
	Foreshore at Cardiff and part of the bed of the River Taff.	1,211 0 0	9 Mar. 1888	The Marquess of Bute, K.T.	6,055 0 0	
	Sites of embankment and of pillars and supports of bridge across River Avon at Aberavon.	—	27 June 1891	Rhondda and Swansea Bay Railway Company.	5 0 0	Works authorised by "The Rhondda and Swansea Bay Railway Act, 1890."
Merioneth -	Site of pier at Towyn -	—	3 Sept. 1877	Towyn Pier Company (Limited).	5 0 0	Works authorised by "The Towyn Pier Order, 1877."
	Foreshore of River Dovey at Penthelig.	0 1 8	15 May 1878	George Gregory Tremlett -	10 0 0	
	Site of pillars and supports of pier extension at Towyn.	—	1 May 1879	The Towyn Pier Company (Limited).	5 0 0	Works authorised by "The Towyn Pier Order, 1877."
	Foreshore at Talsarnau -	—	10 Nov. 1883	Rowland Edmonds - -	10 0 0	
	Foreshore of Traethbach at Talsarnau.	10 3 4	18 Dec. 1883	L. H. Thomas - -	60 0 0	
	Sites of pillars and supports of pier extension at Aberdovey.	—	31 Dec. 1885	Cambrian Railways Company.	5 0 0	Sea bed only. Works authorised by "The Cambrian Railways Act, 1883."
	Do. do. -	—	24 May 1886	Do. do. -	5 0 0	Do. do.
Monmouth -	Sites of piers of bridge over River Usk, near Caerleon.	—	—	Pontypool, Caerleon, and Newport Railway Company.	5 0 0	Deed not completed.
Pembroke -	Foreshore of Milford Haven, Newton Noyes.	—	6 Mar. 1869	Milford Haven Docks and Railway Company.	320 0 0	For works authorised by "Milford Haven Docks and Railway Act, 1860."
	Site of pillars, &c. of pier and other works at Fishguard Harbour.	—	28 Oct. 1873	Fishguard Harbour Commissioners.	5 0 0	Works under "The Fishguard Harbour Order, 1873."
	Foreshore of Pembroke River, opposite to East Pennar.	32 0 0	9 Oct. 1874	Milford Haven Shipbuilding and Engineering Company (Limited).	500 0 0	

* As some of the Parliamentary Papers containing these returns are out of print and others nearly so, the Secretary has deemed it advisable to extract from them all those entries relating to Wales and Monmouthshire, and insert them in the Appendix.

County.	Premises. Description.	Premises. Quantity.	Date of Deed.	Name of Purchaser.	Amount of Consideration Money.	Observations.
		A. R. P.			£ s. d.	
Pembroke—*cont.*	Foreshore and bed of Hubberstone Pill.	—	5 June 1875	Milford Docks Company -	100 0 0	
	Foreshore and bed of Milford Haven at Hakin Point.	0 1 12	1 Oct. 1877	Do. do. -	5 0 0	
	Site of Victoria Bridge across Hubberstone Pill between Milford and Hakin.	—	10 Nov. 1887	Do. do. -	1 0 0	
	Site of jetty at Angle Bay, Milford Haven.	0 1 17	28 Oct. 1890	R. W. B. Mirehouse -	5 0 0	

II.—Particulars of Cases in which the Rights and Interests of the Crown in Foreshores, &c. have been Leased between the 1st January 1867 and 31st December 1891.

County.	Premises. Description.	Premises. Quantity.	Date of Deed.	Term. Commencement.	Term. Length.	Name of Lessee.	Annual Rent.	Observations.
		A. R. P.					£ s. d.	
Anglesey -	Sites of pillars and supports of pier in Church Bay, near Holyhead.	—	12 Dec. 1882	1 Nov. 1882	31	Church Bay Fire Clay, Brick, and Terra Cotta Company, Limited.	0 5 0	
	Foreshore and bed of Menai Straits, opposite Flagstaff Quarry at Penmon. Site of landing-stage.	—	12 Nov. 1885	1 Oct. 1885	31	Major-General Owen Williams.	1 0 0	
	Sites of pillars and supports of pier in Church Bay.	—	13 July 1888	25 Mar. 1888	31	Holyhead Terra Cotta and Fire Clay Company.	0 5 0	The lease, dated 12th December 1882, of the same premises to the Church Bay Fire Clay, Brick, and Terra Cotta Company, was surrendered on the 2nd March 1888.
	Foreshore of Traeth Bychan required for piers.	—	30 Jan. 1889	25 Dec. 1888	31	Thomas Sykes -	0 5 0	
Caermarthen	Sites of landing-stages for ferry at Llanstephan.	—	24 Aug. 1885	25 June 1888	31	James Percy - -	0 10 0	
Carnarvon -	The Menai Straits Oyster Fishery, as defined by "The Menai Straits Fishery Order, 1874."	—	1 July 1874	1 July 1874	60	The Anglo-American Oyster Company, Limited.	5 0 0 First five years. 10 0 0 Next five years. 20 0 0 Remainder of term.	This deed has since been cancelled.
	Site of pillars and supports of pier at Nant - Gwrthyrn, near Porth-y-nant.	—	1 Oct. 1877	12 May 1877	22	Cambrian Granite Company (Limited).	1 0 0	
	Site of pillars and supports of pier opposite to Gwydir in Carnarvon Bay.	—	10 Aug. 1878	25 June 1878	31	Edmund Spargo -	1 0 0	
	Site of pillars and supports of pier at Pistyll in Carnarvon Bay.	—	6 Oct. 1879	12 May 1878	21	The Nevin Syenite Granite Company (Limited).	1 0 0	
	Land, now or formerly foreshore, at Gimlet Rock, Pwllheli.	0 1 21	3 Sept. 1885	10 Oct. 1884	21	Messrs. Brundrit & Co.	0 5 0	
	Sites of pillars and supports of pier in Llandrillo Bay at Trwyn-y-Fuwch.	—	20 Mar. 1890	25 Mar. 1889	30	Little Orme's Head Limestone Company.	1 0 0	Sea bed only.
Denbigh -	Foreshore of the River Conway, at Llansaintfraid.	0 2 16	10 Oct. 1872	1 July 1872	31	Miss Mary Roberts -	0 5 0	
Flint - -	Foreshore and bed of the River Dee at Bagillt.	21 3 9	1 Oct. 1868	29 Sept. 1868	31	William Jackson and John Ravenscroft.	15 0 0	
	Foreshore and bed of the River Dee at Bagillt.	0 1 32	1 Dec. 1868	29 Sept. 1868	31	Bagillt Wharf Company.	0 6 0	
Glamorgan -	Foreshore and bed of sea adjacent to Manor of Penmon, Aberthaw.	—	23 Jan. 1875	1 Jan. 1875	10	R. O. Jones - -	—	Royalty of 3*d.* per ton on boulders removed.
	Foreshore and bed of sea adjacent to Manors of East Orchard and West Orchard.	—	23 Jan. 1875	1 Jan. 1875	10	W. C. Rayer - -	—	Do. do.
	Foreshore and bed of sea at Barry Island, required for site of gridiron.	0 3 30	16 Nov. 1876	1 Sept. 1876	31	J. D. Treharne -	0 2 6	
	Foreshore and bed of the sea opposite the Manors of East and West Orchard.	—	9 May 1884	1 Jan. 1885	10	W. C. Rayer - -	—	Do. do.
	Foreshore and bed of the sea opposite the Manor of Penmon.	—	9 May 1884	1 Jan. 1885	10	R. O. Jones - -	—	Do. do.
Merioneth -	Foreshore and bed of the River Dovey at Aberdovey.	1,000 sq. yards.	9 April 1869	30 Jan. 1869	31	Thos. McConnel and Wm. McConnel.	5 0 0	
Pembroke -	Foreshore and bed of the River Gwayne, Fishguard Harbour.	243 sq. yards.	9 July 1868	25 Dec. 1867	31	J. Lamb - - -	0 1 0	
	Site of wharf at entrance to Solva Harbour.	—	9 Nov. 1885	25 Mar. 1867	26	J. C. Shiels - -	1 0 0	

III.—PARTICULARS of CASES in which (no Grants or Leases being made) MONEY has been paid to the BOARD of TRADE, acting under "The Crown Lands Act, 1866," in acknowledgment of the RIGHTS and INTERESTS of the CROWN in FORESHORES, &c. between the 1st January 1867 and 31st December 1891.

County.	Works. Locality.	Works. Description.	Date of Assent.	Name of Applicant.	Date of Payment.	Amount paid. £	s.	d.	Observations.
Anglesey	Holyhead	Sewer outlets	13 Aug. 1868	Holyhead Local Board.	8 Aug. 1868	0	5	0	
	Church Bay	Telegraph cable from Howth.	10 Dec. 1870	Postmaster General	8 Dec. 1870	0	2	6	
	Menai Straits	Girder bridge	25 Jan. 1873	City of Dublin Steam Packet Company.	23 Jan. 1873	0	2	6	
	Beaumaris	Outfall sewer	8 Jan. 1885	Corporation of Beaumaris.	2 Jan. 1885	0	2	6	
	Crygill Bay	Telegraph cable	29 Mar. 1887	General Post Office	28 Mar. 1887	0	2	6	
	Tal-y-foel	Low water landing-stage.	18 May 1888	Town Council of Carnarvon.	16 May 1888	0	5	0	
	Beaumaris	Storm-water outfall	2 Mar. 1889	Beaumaris Town Council.	23 Feb. 1889	0	2	6	
Cardigan	Cardigan, River Teifi.	Reclamation	6 June 1867	Rev. R. Miles	8 June 1867	0	1	0	
	Borth	Sewer outlet	10 Oct. 1882	Ynyscynhaiarn Local Board.	6 Oct. 1882	0	2	6	
	Borth	Groynes	5 Jan. 1885	Borth Fence Committee.	1 Jan. 1885	0	8	0	
	Borth	Extension of outfall sewer.	5 Nov. 1889	Hydropathic Company.	31 Oct. 1889	0	2	6	
	Aberyswith	Three groynes	1 June 1891	Aberystwith Corporation.	25 May 1891	0	7	6	
Carmarthen	Laugharne	Stone pitching on bank of River Taff.	17 July 1885	J. A. R. Broadway	14 July 1885	0	5	0	
Carnarvon	Conway Bay	Sewer outlet	22 Feb. 1875	Llandudno Improvement Commissioners.	20 Feb. 1875	0	1	0	
	Criccieth	Two outfall sewers	25 Jan. 1877	Criccieth Local Board of Health.	24 Jan. 1877	0	5	0	
	Colwyn and Conway.	Outfall sewer	9 May 1877	Conway Union Rural Sanitary Authority.	25 April 1877	0	2	6	
	Porth Golman	Landing-stage	23 Jan. 1879	Thomas Hughes	17 Jan. 1879	0	2	6	
	Porthdynllaen	Jetty	30 May 1879	Thomas Owen	19 May 1879	0	10	0	
	Llandudno	Water main under River Conway.	16 Aug. 1879	Llandudno Improvement Commissioners.	16 Aug. 1879	0	1	0	
	Morfa Cliffs	Pier extension	20 Sept. 1879	Welsh Granite Company.	17 Sept. 1879	1	0	0	Sea bed only.
	Llanfairpwllgwyngyll.	Outfall sewer	24 Feb. 1880	Bangor and Beaumaris Union Rural Sanitary Authority.	17 Feb. 1880	0	2	6	
	Penmaenmawr	Do.	18 May 1880	Dwygyfylchi Local Board.	13 May 1880	0	2	6	
	Carnarvon Harbour.	Landing-stage	27 Feb. 1882	Carnarvon Harbour Trustees.	24 Feb. 1882	0	5	0	
	Bangor	Outfall sewer in Menai Straits.	28 Mar. 1882	Bangor Local Board	21 Mar. 1882	0	2	6	
	Criccieth	Removal of boulders	—	H. J. Ellis Nanney	7 Nov. 1883	25	0	0	
	Garth	Outfall sewer in Menai Straits.	18 Aug. 1884	Bangor Local Board	12 July 1884	0	2	6	
	Criccieth	Outfall sewer	19 June 1885	Criccieth Local Board	18 June 1885	0	2	6	
	Abergeirch, near Nevin.	Telegraph cable from Blackwater Point, Wicklow.	24 Aug. 1886	General Post Office	24 Aug. 1886	0	2	6	
	Pwllheli	Outfall sewer	5 Mar. 1888	Town Council of Pwllheli.	1 Mar. 1888	0	2	6	
	Criccieth	Sewer extension	8 Mar. 1888	Criccieth Local Board	6 Mar. 1888	0	2	6	
	Do.	Extension of outfall sewer.	21 June 1889	Do. do.	19 June 1889	0	1	0	
	Llanrwst	Outfall sewer	27 May 1891	Llanrwst Union Rural Sanitary Authority.	21 May 1891	0	2	6	
	Llandudno	Extension of pier	9 Nov. 1891	Llandudno Pier Company.	6 Nov. 1891	0	1	0	Sea bed only.
Denbigh	Llandudno	Water main under River Conway.	16 Aug. 1879	Llandudno Improvement Commissioners.	16 Aug. 1879	0	1	0	This is the same as that given under the head "Carnarvon."
Flint	Rhyl	Outfall sewer	26 July 1878	Rhyl Improvement Commissioners.	23 July 1878	0	2	6	
	Do.	Water pipes	11 June 1880	North Wales Hydropathic Establishment.	5 June 1880	0	2	6	
	Do.	Groyne and deposit of shingle.	—	Rhyl Improvement Commissioners.	15 Oct. 1890	0	1	0	
	Colwyn Bay	Outfall sewer	10 Feb. 1890	Conway Union Rural Sanitary Authority.	6 Feb. 1890	0	1	0	Sea bed only.
Glamorgan	Briton Ferry	Do.	17 July 1878	Briton Ferry Local Board.	12 July 1878	0	2	6	
	Do.	Do.	21 May 1879	Do. do.	17 May 1879	0	2	6	
	Neath	Do.	19 Nov. 1880	Neath Urban Sanitary Authority.	12 Nov. 1880	0	2	6	
	Cardiff	Cofferdam, &c.	20 Oct. 1882	Mount Stuart Shipbuilding Company.	13 Oct. 1882	0	1	0	
	Neath	Outfall sewer	19 Nov. 1884	Neath Union Rural Sanitary Authority.	17 Nov. 1884	0	2	6	
	Cardiff	Do.	8 June 1885	Corporation of Cardiff	3 June 1885	0	2	6	
	Barry	Do.	7 Dec. 1885	T. A. Walker	2 Dec. 1885	0	2	6	
	Do.	Do.	27 Feb. 1886	Lord Windsor	23 Feb. 1886	0	2	6	
	Do.	Do.	29 Mar. 1889	Trustees of Wenvoe Estate.	26 Mar. 1889	0	2	6	
	Do.	Do.	21 Apr. 1890	Barry and Cadoxton Local Board.	17 Apr. 1890	0	2	6	
Merioneth	River Mawddach, near Penrhyn.	Drain	8 Aug. 1874	G. A. Walker	4 Aug. 1874	0	2	6	
	Penmaenpool	Bridge across Mawddach.	7 Feb. 1879	Penmaenpool Bridge Company.	27 Jan. 1879	1	0	0	
	Barmouth	Outfall sewer	14 Jan. 1880	Barmouth Local Board.	13 Jan. 1880	0	2	6	
	Do.	Do.	7 Apr. 1880	Do. do.	25 Mar. 1880	0	2	6	
	Penrhyndeudraeth	Do.	28 July 1881	Festiniog Union Rural Sanitary Authority.	20 July 1881	0	2	6	
	Barmouth	Extension of outfall sewer.	13 June 1889	Barmouth Local Board.	11 June 1889	0	2	6	

County.	Works. Locality.	Works. Description.	Date of Assent.	Name of Applicant.	Date of Payment.	Amount paid. £ s. d.	Observations.
Monmouth -	Tintern Parva -	Railway bridge -	10 Aug. 1874	Wye Valley Railway Company.	30 July 1874	0 5 0	Not including foreshore adjacent to Manor of Chepstow.
	Caerleon - -	Outfall sewer -	12 June 1879	Caerleon Local Board	28 May 1879	0 2 6	
	Newport -	Viaduct across River Usk.	10 Sept. 1885	Great Western Railway Company.	7 Sept. 1885	0 5 0	
	Newport, River Usk.	Outfall sewer - -	18 May 1889	C. H. Firbank - -	15 May 1889	0 2 6	
Pembroke -	St. Bride's Bay -	Removal of limited quantity of gravel.	7 May 1879	E. W. John - -	7 May 1879	0 2 6	
	Fishguard Bay -	Telegraph cable from Blackwater Head, Ireland.	22 June 1882	General Post Office -	19 June 1882	0 5 0	This is the same cable as that given under "Wexford."
	Tenby - -	Outfall sewer - -	17 Aug. 1883	Corporation of Tenby	20 July 1883	0 2 6	
	Dale Flats, Milford Haven.	Removal of material -	—	S. Pearson & Son -	25 Jan. 1887	20 16 8	
	Pennar Creek, Milford Haven.	Removal of stones -	—	B. Osmond - -	16 Nov. 1887	0 1 0	
	Tenby - -	Extension of landing-place at Castle Hill.	28 June 1889	Corporation of Tenby	25 June 1889	1 0 0	
	Solva Harbour -	New Road - -	19 June 1890	United Welsh Slate Company.	12 June 1890	1 0 0	
	Milford Haven -	Landing of two telegraph cables on northern side of Haven.	28 Oct. 1891	General Post Office.	28 Oct. 1891	0 5 0	

RETURNS handed in by Mr. JOHN SMITH, Inspector-General in Bankruptcy on 35th Day.

No. 1.—NUMBER of FARMERS against whom RECEIVING ORDERS have been made, or who have EXECUTED DEEDS of ARRANGEMENT in WALES and MONMOUTHSHIRE, together with the LIABILITIES and ASSETS, compared with the same particulars for England, excluding Monmouthshire. Also total number of Failures, with Assets and Liabilities, in all occupations for the same Districts. Question 28,053.

	1893. No.	1893. Liabilities.	1893. Assets.	1892. No.	1892. Liabilities.	1892. Assets.	1891. No.	1891. Liabilities.	1891. Assets.	Total for 3 Years, 1891–1893. No.	Total for 3 Years, 1891–1893. Liabilities.	Total for 3 Years, 1891–1893. Assets.
Farmers.												
Receiving Orders:—		£	£		£	£		£	£		£	£
Wales and Monmouthshire -	31	20,003	3,819	27	18,491	4,000	20	7,880	4,946	78	46,374	12,765
England, excluding Monmouthshire.	251	250,236	70,304	209	224,113	72,093	167	186,786	70,715	627	661,135	213,112
Deeds of Arrangement:—												
Wales and Monmouthshire -	11	12,705	7,667	5	2,387	1,291	4	2,591	1,135	20	17,683	10,093
England, excluding Monmouthshire.	230	395,350	164,810	142	216,801	97,025	113	142,504	73,077	485	754,655	334,912
Total Receiving Orders and Deeds:—												
Wales and Monmouthshire -	42	32,708	11,486	32	20,878	5,291	24	10,471	6,081	98	64,057	22,858
England, excluding Monmouthshire.	481	645,586	235,114	351	440,914	169,118	280	329,290	143,792	1,112	1,415,790	548,024
All Occupations.												
Receiving Orders:—												
Wales and Monmouthshire -	513	260,444	147,346	423	470,358	141,649	318	206,467	83,835	1,254	937,269	372,830
England, excluding Monmouthshire.	4,375	7,342,005	2,178,337	4,212	8,292,673	2,936,744	3,898	8,356,474	3,068,584	12,485	23,991,152	8,183,665
Deeds of Arrangement:—												
Wales and Monmouthshire -	197	122,238	70,171	149	179,216	105,535	94	106,065	53,342	440	407,519	229,048
England, excluding Monmouthshire.	3,756	9,181,672	3,361,475	3,180	5,777,806	2,831,780	2,914	4,986,383	3,053,413	9,850	19,945,861	9,446,668
Total Receiving Orders and Deeds:—												
Wales and Monmouthshire -	710	382,682	217,517	572	649,574	247,184	412	312,532	137,177	1,694	1,344,788	601,878
England, excluding Monmouthshire.	8,131	16,523,677	5,739,812	7,392	14,070,479	5,768,524	6,812	13,342,857	6,121,997	22,335	43,937,013	17,630,333
Per-centage of Farmers' Insolvencies to all Insolvencies:—												
Wales and Monmouthshire -	5·9	3·5	5·3	5·6	3·2	2·1	5·8	3·3	4·4	5·7	4·8	3·8
England, excluding Monmouthshire.	5·9	3·9	4·1	4·8	3·1	3·9	4·1	2·5	2·3	5·0	3·2	3·1

No. 2.—Number of Farmers against whom Receiving Orders have been made, or who have executed Deeds of Arrangement in Wales and Monmouthshire, together with the Liabilities and Assets as compared with the total number of Failures, Assets, and Liabilities in all occupations for the same Districts. (Questions 28,083–5.)

Year.	Farmers.									All Occupations.									Per-centage of Farmers' Insolvencies to all Insolvencies.		
	Receiving Orders.			Deeds of Arrangement.			Total.			Receiving Orders.			Deeds of Arrangement.			Total.					
	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.	No.	Liabilities.	Assets.
		£	£		£	£		£	£		£	£		£	£		£	£	%	%	%
1884 -	13	7,880	1,541	*See* note at foot						193	190,904	64,748	—	—	—	—	—	—	6·7	4·1	2·4
1885 -	16	12,261	3,064							340	333,991	94,820	—	—	—	—	—	—	4·7	3·7	3·2
1886 -	36	28,110	14,904							457	429,154	134,947	—	—	—	—	—	—	7·9	6·5	11·0
1887 -	32	22,977	3,665							479	410,024	137,141	—	—	—	—	—	—	6·7	5·6	2·7
1888 -	36	19,120	3,894	6	4,220	2,732	42	23,340	6,626	380	255,099	75,134	128	113,408	60,426	508	368,507	135,560	8·3	6·3	4·9
1889 -	27	13,502	4,086	8	5,012	2,119	35	18,514	6,205	339	215,680	65,014	89	81,371	43,848	428	297,051	108,862	8·1	6·2	5·7
1890 -	20	17,381	5,754	4	1,483	2,200	24	18,864	7,954	284	191,465	56,629	81	94,472	57,227	365	285,937	113,856	6·6	6·6	7·0
1891 -	20	7,880	4,946	4	2,591	1,135	24	10,471	6,081	318	206,467	83,835	94	106,065	53,342	412	312,532	137,177	5·8	3·3	4·4
1892 -	27	18,491	4,000	5	2,387	1,291	32	20,878	5,291	423	470,358	141,649	149	179,216	105,535	572	649,574	247,184	5·6	3·2	2·1
1893 -	31	20,003	3,819	11	12,705	7,667	42	32,708	11,486	513	260,444	147,346	197	122,238	70,171	710	382,682	217,517	5·9	8·5	5·3
Total -	258	167,605	49,673	38	28,398	17,144	296	196,003	66,817	3,726	2,963,586	1,001,263	738	696,770	390,549	4,464	3,660,356	1,391,812	6·6	5·4	4·8

Note.—Returns respecting Deeds of Arrangement have only been furnished from the 1st January 1888, under the provisions of the Deeds of Arrangement Act, 1887.

Handed in by Major Lister. Qu. 34,053–4 (41*st Day*).

THE DUKE OF BEAUFORT'S MONMOUTHSHIRE ESTATE.

Annual Expenditure in Repairs for 10 *Years.*

	£	s.	d.
Year 1884	3,265	9	8
,, 1885	3,345	5	9
,, 1886	3,391	0	3
,, 1887	4,222	0	3
,, 1888	3,300	5	2
,, 1889	3,468	1	2
,, 1890	3,728	11	3
,, 1891	3,335	10	3
,, 1892	4,373	13	0
,, 1893	5,217	19	11¼
	37,647	16	8¼

The average for 10 years being 3,764*l.* per annum.

The annual percentages or abatements are :—

	£	s.	d.
Monmouth Manor	27	6	0
Trelleck ,,	110	0	0
Portcasseg ,,	20	0	0
Chepstow ,,	47	10	0
Monkswood ,,	40	0	0
Usk ,,	145	0	0
Raglan ,,	144	0	0
Penrose ,,	5	0	0
	538	16	0

Handed in at Newport (Mon.), by William Graham. Qu. 34,301 (42*nd Day*).

MONMOUTHSHIRE CHAMBER OF AGRICULTURE.

Proposed Scale of Compensation for unexhausted Improvements, approved by the Chamber, February 2nd, 1884.

1. Purchased manures applied to grass, roots, or green crops consumed on the farm :—

For undissolved bones	¾ for last year.
,, ,,	½ for second year.
,, ,,	¼ for third year.
Dissolved bones	⅔ for last year.
Superphosphate	⅓ for second year.
Other phosphatic manures	
Nitrate of soda, soot, sulphate of ammonia, and other nitrogenous manures	½ for the last year, nothing beyond.
Stable manure	¾ for last year.
,, ,,	½ for second year.
,, ,,	¼ for third year.

2. Manures applied to arable land or grass off which a crop has been taken :

Same scale as above.

Thus, in the case of a crop taken off, after an application of undissolved bones, one-quarter of the value of bones would be held to be exhausted, and in the case of dissolved bones and phosphates one-third would be held to be exhausted.

In the case of nitrates the *whole* value of manure would be held to be exhausted.

3. The application of lime to arable or pasture :—

Compensation to be on the five years' principle ; that is to say, one-fifth is held to be annually exhausted.

4. Draining :

Where the tenant finds labour and the landlord tiles, compensation on the ten years' principle ; when the tenant finds both, compensation on the 20 years' principle.

In all the above cases, the cost of carriage and application to the land is to be added to the cost of the manure, lime, and cost of draining.

5. Compensation for feeding stuffs not produced on the holding :

The manurial value of feeding stuffs shall be based as follows :—

Linseed, cotton and rape cakes, malt dust, beans, peas, and linseed, *one-third* of the cost price.

All other feeding stuff, including hay and straw, *one-fourth* their cost price.

The manurial value of the purchased feeding stuffs consumed on the farm having thus been ascertained the outgoing tenant would be entitled to the full manurial value of such feeding stuffs as had not produced a crop, or had not been applied to his away-going crop, half the manurial value for feeding applied where away-going crop is taken, and to *two-thirds* where consumed on grass in last year of tenancy, and to *one-half* of the manurial value of such feeding stuffs consumed in the last year but one of the tenancy. In Candlemas takings the year to terminate May 1st.

Vouchers in all cases to be produced.

6. In reduction of the above, the out-going tenant shall pay to the landlord the manurial value of all hay, straw, and roots sold off the holding in the last two years of the tenancy on the following scale :—

	£	s.	d.	
Hay, clover, or seeds	1	0	0	per ton.
Straw	0	10	0	,,
Roots	0	4	0	,,

The expenditure in feeding stuffs and manures in the last year not to exceed the average of the two preceding years.

7. Compensation for laying down pasture :

If laid within four years of the termination of tenancy the remuneration should be half the cost of seeding, plus the *net* value of a corn crop, such as the land might be fairly estimated to produce.

If the land had been laid more than four years, the remuneration should be the *net of a corn crop and a half*, that is, what it would be estimated to leave after paying every expense of growing, harvesting, and marketing.

The whole of the above are based on the assumption that in all cases the work is well done, that the manures and feeding stuffs are the value represented, and that waste is avoided as much as possible.

R. STRATTON, The Duffryn, Newport,
C. D. PHILLIPS, Newport. } Hon. Secs.

A small pamphlet containing the following matter has been forwarded to the Secretary.

"The custom in Mynyddislwyn Parish respecting unexhausted tillages, &c. Pontypool, Printed by H. Hughes, Bookseller and Stationer, 1867.

"We, the undersigned farmers and landowners in the parish of Mynyddislwyn, in the Hundreds

of Wentloog and Abergavenny, Monmouthshire, do hereby declare that the prevailing custom in the above parish, on the change of farm tenants, respecting unexhausted tillages, is as follows:—

"1st. That the out-going tenant is paid by the in-coming tenant (or the landlord if he takes the farm into his own hands) for manure and lime, including haulage and labour applied to arable land during the last three years of the tenancy, in proportion to the crops taken out, that is the out-going tenant is entitled to three crops, namely, a green crop and two white crops (one crop in each year). If the out-going tenant has had only one crop out, two-thirds of the cost of such manuring is charged to the in-coming tenant; if two crops have been had out, one-third is charged.

"2nd. For farm-yard manure, laid on meadow land, the out-going tenant is entitled to the benefit of it for three years; and if the out-going tenant has had only one crop of hay after such manuring, two-thirds are charged to the in-coming tenant; if two crops have been had off, one-third is charged.

"3rd. For lime and earth mixture, applied to meadow land, and three crops of hay taken off after it, there is no charge.

"4th. For lime and earth mixture, applied to grass land, it extends over a period of six years, where the same shall have been grazed and the crops not mowed.

"5th. As regards the wheat in the ground, the in-coming tenant takes to the whole crop (on paying all expenses incurred therewith), if the out-going tenant does not prefer to take his share, which, out of summer fallow is four-fifths, out of wheat after turnips, vetches, or potatoes is two-thirds, and out of clover by wheat one-half. If the out-going tenant takes his share of the wheat, after summer fallow, the in-coming tenant is charged two-thirds the cost of manuring and liming.

"6th. The in-coming tenant does not take anything out of the wheat crop for tithe.

"7th. Ditching, and fences laid in proper season, during the last three years of tenancy, are charged to the in-coming tenant. If the hedges so laid have been enjoyed for one year only by the out-going tenant, two-thirds are charged; if enjoyed for two years, one-third is charged. If the out-going tenant buys the stakes for the fences, he will be entitled to be paid for them in the same manner as for the hedges laid.

"The tenancy of the land ends on the 2nd of February, and the farmhouse and buildings on the 1st of May following. The out-going tenant is entitled to a field, with water in it for his cattle, to the 1st of May. This mode of valuing the interest of out-going tenants has been adopted on several farms in Mynyddislwyn parish, for instance, at the following:—

"January 1854.—At Llwynon Farm, between Henry Rowlands and William Thomas.

"January 1858.—At Penrhiwpenner Farm, belonging to Lord Llanover, between Morgan Williams and Thomas Edwards.

"January 1858.—At Glanshone Farm, belonging to Mrs. Rees, between Charles Davies and Daniel Evans.

"January 1859.—At Llwynon Farm, belonging to Mrs. James, between William Thomas and Evan Hopkins.

"January 1863.—At Llys Pentwyn Farm, belonging to Mr. Roger Lewis, between William Thomas and the landlord, for his son John Lewis.

"January 1863.—At Penmain Farm, belonging to Mr. Roger Lewis, between James Patfield and the landlord.

"January 1863.—At Llanarch Uchaf Farm, belonging to the late C. H. Leigh, Esq., between Mr. M. Morrison and William Thomas.

"December 1863.—At Penypant Farm, belonging to Hall and Davies, between Margaret Thomas and Morgan Williams.

"February 1864.—At Tir y Sais Farm, belonging to Mr. Roger Lewis, between the landlord and Edmund Francis.

"February 1865.—At Llys Pentwyn Farm, belonging to Mr. Roger Lewis, between John Lewis and Charles Davies.

"January 1866.—At Pant Farm, belonging to Lord Llanover, between Thomas E. George and Thomas Edwards.

"January 1866.—At Pentwyn Farm, belonging to W. J. Davies, Esq., between Thomas Isaac and Thomas E. George.

"February 1866.—At Penmain, between the landlord, Mr. Roger Lewis, and Henry Walters.

"March 1866.—At Gelly Gynhes Farm, between John Thomas and Mr. Richards.

"The principle of valuing is clearly to the benefit of landlord and tenant.

"Witness our hands the 23rd of January 1867:—

"Henry Thomas, Ty Hîr Farm, Newbridge.
"James Turner, Wain Wen Farm, Newbridge.
"Thomas Edwards, Penrhiwpenner Farm.
"Daniel Edmunds, Chapel Farm.
"Evan Roberts, Gynoc Farm.
"William Jones, Rhysswg Fach Farm (landowner).
"Morgan Williams, Pen y Pant Farm.
"David Griffiths, Tynyllwyn Farm.
"William E. George, Ty Newydd Farm.
"James Williams, Cydlonydd Farm.
"William Williams, Cydlonydd Farm.
"Edmund Williams, Penycaia Farm.
"Robert Parker, Blaengawney Farm.
"Charles Francis, Cefn Rhos y Bedd Farm (landowner).
"Jenkin Price, Tyn y Pwll Farm.
"Evan Hopkins, Llwynon Farm.
"Henry Davies, Kendon Mawr Farm (landowner).
"William Morgan, Llanarch Isha Farm.
"William Thomas, Llanarch Ucha Farm.
"Thomas Lewis, Pentwyn Farm, near Penyvan (landowner).
"Edmund Francis, Tyr y Sais Farm (landowner).
"John Lewis, Gwrhay Vawr Farm (landowner).
"Evan Llewellyn, Nant Goy Farm.
"Joseph Phillips, Pentrapeod (landowner).
"Charles Davies, Llys Pentwyn Farm (landowner).
"Daniel Edwards, junior, Rhysswg Vawr Farm (landowner).
"Henry Williams, Penrhiwgwair Isha Farm.
"John Turner, Penrhiwgwair Uchaf Farm.
"David Lewis, Rhysswg Genol Farm (landowner).
"Benjamin Williams, Trwyn Farm.
"William Davies, Clawr Plwyf Farm.
"Thomas Howells, Church Farm.
"Rosser Williams, Toniddon Farm.
"William Jones, Pant y Trwn Farm.
"Rosser Walters, Cwm Velyn Vach Farm.
"Phillip Jones, Cefn y Carllwyn Farm.
"Thomas Thomas, Carllwyn Farm.
"John Phillips, Penner Farm (landowner).
"Daniel Edwards, Pentwyn Farm, near Cwm Dous (landowner).
"David Thomas, Twyn Gwyn Farm.
"John Morgan, Penheol Laes Farm.
"Edmund Thomas, Tylagwyn House (landowner).
"William John, Twyn Gnol Farm.
"Morgan Jones, Pant Farm.
"Thomas Morgans, Pantglas Farm, near Crumlin (landowner).
"Edmund Edward Jones, Glynbrynnar Farm (landowner).
"Edmund Edmunds, Pantglas, near Church (landowner).
"Daniel Nicholas, Kingcoed Farm.
"Thomas E. George, Pentwyn Farm.
"Lewis Jenkins, Old Crumlin Farm.
"John Nicholas, Pen-Quarry Farm.
"John Jones, Cwm Dous Farm.
"William George, Ynis Ddu Farm, and Tir-y-Cwm Farm.
"James Jones Abercarne (Weir and Wire Mill Fields).
"Watkin Walters, Brynscawen Farm.
"Richard Morris, Ffynon-y-Gwaed Farm."

Handed in by Mr. Thomas Parry at Chepstow. Qu. 36,164.

FULL and DETAILED PARTICULARS of the CLAIMS of Mr. DAVID MORGAN, the outgoing TENANT of CEFN LLECH and COURT BLETH IN FARMS, LLANGIBBY.

	£	s.	d.
7¼ *Acres Summer Fallow Wheat:*			
3 ploughings	10	17	6
3 scafflings	2	3	6
4 harrowings before sowing 2 do. after do.	2	3	6
1 rolling	0	15	0
17 bushels seed wheat	3	16	6
Raising water furrows, &c.	0	5	0
Rent, tithe, and taxes	14	10	0
100 cart-loads of dung hauled and spread on the fallow	10	0	0
1¾ *Acres Summer Fallow Wheat:*			
5 ploughings	4	7	6
4 scafflings	0	14	0
4 harrowings	0	7	6
1 rolling	0	3	6
4 bushels of wheat	0	18	0
22 cart-loads of dung hauled and spread	2	0	0
Rent, tithe, and taxes	3	10	0
2 *Acres of Wheat after Mangolds:*			
1 ploughing	1	4	0
2 scafflings	0	10	0
4 harrowings	0	12	0
5 bushels wheat	1	2	6
Ploughing 13 acres stubbles	6	10	0
39 cart-loads of dung hauled and spread	3	0	0
Ploughing 5¼ acres turnip ground	3	3	0
Hauling and spreading 64 loads of road scrapings on Waen Gron	3	4	0
Hauling manure from Cefn Llech to Tailor's Meadow, 2 carts 1 day	1	5	0
Hauling 2 loads of bricks from Pontypool for repairing bridge	2	0	0
Hauling cart-load of lime from Liswerry	0	10	0
16 acres of clover plant—Cost of seeds	10	5	10
Harrowing, rolling, and sowing	1	5	0
7 acres laid down to pasture in 1881	19	5	0
23 acres laid down to pasture in 1883	54	12	6
Drashing hedges on farm and by side of road	4	0	0
Laying hedges, 87 perches, 1884	3	13	0
Building wall around the cottage, levelling, &c.	3	4	6
Opening drain, 13 acres, 1881	1	5	0
Draining in Bwlfa	3	9	2
Cleaning Reens, October 1881, 9*l.* 15*s.*, one-third	3	5	0
New loft in barn and turnip house, materials and labour	18	0	0
15 tons of mangolds on premises	7	10	0
Straw in barns, 7 tons Do. rick (outside), 5 tons	21	0	0
Manure:			
1882, 34*l.* 12*s.* 2*d.*, super	21	0	0
1883, 19*l.* 5*s.*, ,,one-third	6	8	4
1884, 3*l.* 18*s.* 5*d.*, N. soda, two-thirds	2	12	3
1884, 12*l.* 15*s.*, super, two-thirds	8	10	0
Feeding cake, &c.:			
1882, 63*l.* 3*s.* 11*d.*	8	10	0
1883, 49*l.* 18*s.* 7*d.*	8	6	4
1884, 43*l.* 5*s.* 4*d.*	14	8	0
	270	11	5
Less for 18 tons of meadow hay sold off, in accordance with agreement made with landlord on December 9th, 1884	18	0	0
Total amount of tenant's claim £	252	11	5

Handed in by Mr. Thomas Parry at Chepstow. Qu. 36,163.

To Messieurs David Morgan and Thomas Morgan, late of Cefn-llech and Court Blethin Farms.

I, the undersigned George Whitlock Nicholl, of the Ham, near Cowbridge, in the county of Glamorgan, esquire, hereby give you notice that I intend to set off and do set off the sum of 160*l.* 13*s.* 10*d.* against your claim of the 29th day of November 1884, and the following are the particulars of such set off.

Manuring value of the following produce sold off the farms within the last two years of your tenancy:—

	£	s.	d.
1883—Clover hay from Court Blethin rickfold - - -			
1884—Clover hay from Court Blethin rickfold - - - -			
Clover hay from Cefn-llech rickfold - - - -			
Clover hay from Court Blethin rickfold subsequent to 19th December 1884 - -	136	0	0
Clover hay from Cefn-llech rickfold subsequent to 19th December 1884 - -			
Meadow hay from Wern land -			
Meadow hay from Court Blethin rickfold - - -			
Ditto Cefn-llech - -			
Tithe rentcharge, half year due 1st January 1885—			
Llangibby parish 14 5 10			
Tredunnoc parish 10 8 0			
	24	13	10
	£160	13	10

And I hereby give you further notice that I intend to claim, and do claim, the sum of 114*l.* 5*s.* 6*d.* in respect of waste committed or permitted by you within the last four years of your tenancy, and in respect of the breaches of the covenants contained in an indenture of lease dated the 22nd day of March 1880, and made between me of the one part and you of the other part, and the following are the particulars and amounts as far as reasonably may be of such counterclaim.

For not keeping the fences, hedges, ditches, drains, reens, watercourses, and culverts in the under-mentioned fields in good repair and complete condition.

No. on Tithe Map.	Amount. £	s.	d.
8	0	17	3
9	2	2	6
10	0	18	6
11	0	7	0
13	2	15	4
18	3	13	10
22	1	10	0
25	1	18	0
27	3	3	0
32	1	12	0
66	0	7	2
71	1	8	8
73	2	4	2
74	1	12	8
75	1	13	4
78	2	6	0
167	1	6	11
170	0	18	6
925	0	8	6
933	4	10	10
941	2	12	6
943	1	3	0
945	10	10	0
947	10	5	0
948	10	4	8
953	0	7	6
957	0	15	0
958	0	5	0
961	1	19	0
963	0	19	0
966	1	0	0
970	0	6	3
971	1	14	0
974	4	4	5
975	1	14	0
976	3	1	0
981	1	11	0
For damages for removing 26 tons of hay without my written consent	26	0	0
	114	5	6

Dated this 11th day of February 1885.

G. W. Nicholl.

Handed in by Mr. Thomas Parry, at Chepstow. Qu. 36,179 (*45th Day*).

Caerleon Charity.

General Estate.

Year ending	Total Rents received. £	s.	d.	Improvements and Repairs. £	s.	d.	Taxes and Expenses of Management. £	s.	d.
October 31, 1879 - - -	709	2	10	299	0	9	131	12	0
„ 1880 - - - -	915	16	1	238	5	6	100	12	4
„ 1881 - - - -	847	5	6	85	2	2	103	2	6
„ 1882 - - - -	728	2	6	492	16	5	123	7	1
„ 1883 - - - -	817	16	8	965	16	5	103	8	7
„ 1884 - - - -	716	6	3	218	19	5	104	17	4
„ 1885 - - -	687	17	6	248	1	10	88	9	9
„ 1886 - - - -	628	15	4	241	7	7	84	2	1
„ 1887 - - -	792	9	6	107	18	10	88	0	10
„ 1888 - - -	723	13	0	158	6	10	164	1	3
„ 1889 - - - -	768	13	0	125	13	1	105	1	0
„ 1890 - - - -	771	9	2	86	10	8	253	4	6
„ 1891 - - - -	790	3	5	88	13	2	100	18	5
„ 1892 - - - -	705	10	10	457	2	10	110	11	4
„ 1893 - - - -	786	16	4	109	5	8	100	13	4
	11,389	17	11	3,923	1	2	1,762	2	4
	5,685	3	6						
Nett for 15 years - - -	5,704	14	5						

Average Annual Rent, £380 6*s.* 7*d.*

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